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232	"	"	100/-	15.
381	"	"	100/-	120.
303	"	"	190/-	250
308	"	"	Water under Dif. and Branch	-
345	"	"	Govt. and Emplyees	-
370	"	"	of Law & City Clerk & other	-
384	Employment of Local Land & Rent land			1/-
393	Fixing Salary of the City Treasurer			47/-
394	Fixing Salaries of the Health Board			1/-
397	Fixing Salaries of Councilmen and Court Clerks			-
398	Fixing time when Clerks and Employees shall receive Salaries			1/- 1/- 1/-
402	Fixing time when Clerks and Employees shall receive Salaries			50/-
419	Fixing Salary of the City Attorney			1/-
420	Fixing Salary of Members of Board of Public Works			1/-



5

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No.	Date	Location	Size	Specimen No.
103.	Jan 1, 1902.	Cambridge.	6.	11.
220.	Feb 1, 1902.	"	6.	"
288.	"	"	11.	"
294.	"	"	13.	"
301.	"	"	2.5	"
340.	"	"	2.5	"
367.	"	"	2.5	"
400.	"	"	2.5	4.

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17

General Ordinance No. 206.

An ordinance requiring the Pittsburg, Fort Wayne and Chicago Railway Company and the Pennsylvania Company to construct and maintain a tunnel under, and across the right of way of the Pittsburg, Fort Wayne and Chicago Railway Company with Wallon Avenue.

Signed by
H. M. Miller,
Postmaster
W. E. Goding.

Whereas Wallon Avenue by reason of its location is now one of the principle north and south thoroughfares of the city of Fort Wayne, that it extends through a densely settled portion of the city and is therefore extremely travelled, and,

Whereas at the crossing of said Wallon Avenue with the right of way of the Pittsburg, Fort Wayne and Chicago Railway Company, now leased and operated by the Pennsylvania Company, the grade of said right of way, is at least - feet more higher than the grade of the avenue, and to get upon, off and across the right of way of said railroad necessitates an abrupt and dangerous elevation of the grade of the avenue on both sides of the said right of way; and

Whereas the existence of said right of way of said railroad and the abrupt and steep approach thereto, and avenue, necessitated by the said grade of said railroad, makes the same dangerous for public use and travel;

Section 1. Therefore be it enacted by the Common Council of the City of Fort Wayne that the Pittsburg, Fort Wayne and Chicago Railway Company and the Pennsylvania Company, lessees thereof, be and are hereby ordered to construct and maintain a tunnel under the aforesaid approaches thereto under and across the right of way of the said Pittsburg, Fort Wayne and Chicago Railway Company and the intersection of Wallon Avenue with the said right of way. That the said tunnel shall be constructed over such tunnel, the full width of the Avenue and of such a grade as will accommodate and protect the traffic using such tunnel, meeting for all legal and authorized purposes. The rents shall be fixed to the satisfaction of the Board of Public Works.

Section 2. It shall be the duty of said companies or either of them, during the time to complete and submit the plans and specifications of this tunnel to the Board of Public Works for inspection and approval. That the tunnel work shall be commenced within four months after the passage of this ordinance and completed within eight months after the work has been commenced. That the city clerk is hereby authorized and instructed to serve a copy of this ordinance upon the Superintendent of the Pennsylvania Company, and also a copy upon the President of

Local director of the Pittsburg, Fort Wayne and Chicago Railway Company.

Section 5. This ordinance to be in full force and effect on and after its passage and approval by the council.

Done in the name and authority of the city of Fort Wayne, Indiana, this the 4th day of April, 1903.

I, hereby certify that the Council Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 4th day of April, 1903, by a majority vote of all members elected, did pass the Ordinance hereto attached and known as General Ordinance No. 206.

John Schmid
City Clerk.

Presented to the mayor for approval on the 25th day of April, 1903.

John Schmid
City Clerk.

Approved April 25th, 1903.

H.C. Bergloff

General Ordinance No. 301.

Signed and by
J. J. Bauer. An ordinance providing for the issuance of building permits and other matters in relation thereto.

Section 1. Be it enacted by the common council of the city of Port Maye that it shall be the duty of the Board of Public Works of the city to grant a permit to any person, company or corporation or to the contractor acting for any person, company or corporation, to build houses or additions thereto, located upon any lot, lot or parcel of land within the corporate limits of the city, provided however, that no permit shall be issued by the Board for the erection of any building or addition thereto unless the kind and character of the structure or additions thereto complies with all ordinances now in force or that may hereafter be enacted in relation to fire limits and measures of building construction in the city.

Section 2. It shall be unlawful for any person to build or cause to be built, any building or to alter or substantially repair any building without first having a permit from the Board of Public Works. A separate permit shall be issued for each and every building erected or repaired and the person receiving the same shall pay to the city comptroller the sum of fifty (\$50) cents for each and every permit so received.

Section 3. Whenever any person shall be desirous of erecting, repairing or altering any building such person or contractor therefor shall make application to the Board of Public Works for a permit such person shall furnish a written statement to such Board of the proposed location, the foundation and dimensions of proposed building, the material to be used therein, and the probable cost thereof upon such a statement being filed a permit shall be issued unless prohibited by other ordinance of the city.

Section 4. All permits under the provisions of this ordinance shall particularly show for the space to be occupied by building material in any public street immediately fronting the premises where such proposed building is to be erected provided that such space is required to be given over, that in no case shall a permit include the right to use in any such case more than fifteen feet of any street receding from the curb, thereof to the outside edge of the sidewalk, fronting such proposed building and bounded further that no permit shall be issued granting any right to place any material whatever in any street or alley in such manner

as to who shall own the public uses of same, or borrow the water flowing in and along such street or alleys, and provided further that it is agreed when any excavation is made by virtue of and under any permit granted under the provisions of this ordinance such excavation shall in case the same is in upon or under, any sidewalk be securely and safely bridged and protected with red lights at each end at the night time. It shall be unlawful for any person to deposit building material of any kind within the limits of any sidewalk without obtaining a permit from the Board of Public Works.

Section 5. Any person or any contractor acting for any person violating any provision of this ordinance shall on conviction pay a fine of not less than twenty five dollars (\$25.00) and every day that any of such persons or contractors prosecute the work without obtaining a permit, shall constitute a separate offense with the penalty

Section 6. This ordinance to be in full force and effect from and after its passage, approval by the mayor and legal publication.

Done at the council chamber in the city of Fort Wayne, Indiana, this the 14th day of April, 1903.

I hereby certify that the council council of the city of Fort Wayne Indiana, at a regular meeting held on the 14th day of April 1903, in a majority vote of all members elect, did pass the ordinance herewith attached and known as General Ordinance No 207.

Albert H. Knobell
City Clerk.

Presented to the mayor for approval on the 25th day of April, 1903.

Albert H. Knobell
City Clerk.

Approved April 25th, 1903.

H. C. Bergfeld
Mayor.

General Ordinance No 208.

An ordinance amending Sections one (1), two (2) and three (3) of an ordinance entitled "An ordinance relative to the taxing of dogs," and repealing General Ordinance No. 33, relating to same subject, approved August 14th, 1900.

Section 1. Be it enacted by the common council of the city of Port Wayne, that section one (1) of the above entitled ordinance be amended to read as follows:

That every person residing within the corporate limits of the city of Port Wayne owning, harboring, keeping or caring for any dog on the first day of April of each year thereafter shall pay to the city of Port Wayne the following taxes on each dog so owned, in the manner to be hereafter provided: For each male or spayed female dog, one dollar (\$1.00); for every additional male or spayed female dog one dollar, and a half (\$1.50). And the sum of two dollars (\$2.00) for each dog unspayed so owned, harbored or cared for.

Section 2. That section two (2) be amended to read as follows:

It shall be the duty of the township assessor of the townships within the limits of the city of Port Wayne at the time of assessing the property of each property owner, or his township residing within the corporate limits of the city, to make diligent inquiry as to the number of dogs so owned harbored, kept or cared for in the house so assessed. Any such person so assessed shall pay to the said Township Assessor for the rate of \$1.00 per dog, the sum of one dollar (\$1.00) for each male or spayed female dog, and the sum of one dollar and half (\$1.50) for each additional male or spayed female dog. And the sum of two dollars (\$2.00) for each unspayed dog so owned, harbored or cared for.

Section 3. That section three (3) be amended to read as follows:

The township assessor shall give to each person a receipt for such money paid him, which shall be designated as city dog tax, which receipt shall show the persons name who owns, harbors or keeps a dog, the amount paid for, and whether male or female and the number of each, which receipt shall relieve the person or persons naming harboring such dogs for the amount paid him for the year from its date until the next regular township assessment.

Such Township Assessor shall keep a record of the person or persons owning dogs, and the record of the dogs paid for, and he shall keep a stub record for a copy of the receipt given him for money paid him for dog taxes. Such stub record shall show the amount paid him, the number of dogs, both male and female, paid for

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any time between January 1st and June 1st shall within
one month after the completion of the assessment of his township turn
over to the comptroller of the city all the records kept by him relating
to the collecting and payment of dog taxes, and a copy of all receipts
given by him to persons having paid him money as city dog taxes
and all monies received by him as city dog taxes. The said Township
treasurer, in payment for services to city rendered shall receive
fifteen percent (15%) of the taxes collected, and to be paid by the
comptroller, at the time when under the monies turned over to the said
treasurer by said township.

Witness to this document to be in full force and effect on and
after its passage, appears by the mayor and judge publication.

At our council chamber in the city of Port Wayne, Indiana, this
the 14th day of April, 1903.

We hereby certify that the Common Council of the city of Port Wayne,
Indiana, at a regular meeting held on the 14th day of April, 1903, by a
majority vote of all members elected did pass the ordinance referred to
above and know as General Ordinance No. 208.

W. W. Schmid
City Clerk.

Presented to me witness on the 23rd day of April, 1903.

W. W. Schmid
City Clerk.

Approved April 23rd, 1903.

Henry P. Bartholomew
1903

General Ordinance No. 209.

An ordinance to amend section twenty-one (21) of an ordinance entitled
"An ordinance to regulate the running of locomotives and cars in the
City of Fort Wayne" approved July 1st, 1899." 225 a 12
as amended by
Decd. Nov. 1.

Section 1. Be it enacted by the Common Council of the city of
Fort Wayne, that section twenty-one (21) of the above mentioned
ordinance be amended to read as follows:

Section 21. A reliable and competent man shall be employed to
operate the gauge between authorized points and maintain the same
between the hours of six (6) o'clock A.M. and twelve (12) o'clock
midnight of each day upon which trains are running. Provided
however that the provisions of this ordinance shall not apply to
any of the railroads maintaining any of said gauges, that run no
more than one train or run any of the said crossings between noon and
o'clock P.M. and twelve o'clock midnight of any one day. As to
such roads the time fixed in the section herein amended shall
not be changed.

Section 3. This ordinance to be in full force and effect on
and after its passage, approval by the mayor and legal
publication.

I give at the council chamber in the city of Fort Wayne, Indiana, this
the 13th day of April, 1903.

I hereby certify that the common council of the city of Fort Wayne,
Indiana, at a regular meeting held on the 25th day of April,
1903, by a majority vote of all members present, did pass the
ordinance herein attached and known as "General Ordinance
No. 209."

August 1st M. J. Simonds
City Clerk

Presented to the mayor for approval this the 13th day of May, 1903.

August 1st M. J. Simonds.
City Clerk.

Approved May 13th, 1903.

H.C. Wightman
City Clerk.

General Ordinance No. 210.

*enacted in
the year*

An ordinance regulating bathing within the corporate limits of
a city and providing a penalty.

Section 1. Be it enacted by the Common Council of the city of
Port Mayne, that it shall be unlawfull for any person to swim or
bathe in any river within the corporate limits of the city before
the hour of six (6) in the morning and eight (8) in the evening,
without being clothed in suitable and sufficient bathing shirts.

It shall also be unlawfull for any person to bathe or swim
in any river within 250 feet from any bridge over and across any
such river. Any such person or persons offending against the
provisions of this ordinance shall on conviction thereof, be fined
in any sum not exceeding five dollars (\$5.00) and costs of prosecution.

Section 2. This ordinance to be in full force and effect on and
after its passage, approval by the Mayor and legal publication.

Done at the council chamber in the city of Port Mayne, Indiana,
this the 9th day of June, 1903.

I hereby certify that the Common Council of the city of Port Mayne,
Indiana, at a regular meeting held on the 9th day of June, 1903,
by a majority vote of all members elect, did pass the ordinance
hereunto attached and known as General Ordinance No. 210.

August W. Schmidt
City Clerk

Presented to the Mayor for approval on the 23^d day of June, 1903.

August W. Schmidt.
City Clerk.

Approved June 23^d, 1903.

H. L. Bergmann
Mayor.

General Ordinance No. 211.

Introduced by
J. J. Mayau

The ordinance approving a certain contract and agreement made and entered into between the City of Portage, May 26th, 1903, through its Board of Public Works and the Portage Gas Company, together with the amendment thereto of June 16th, 1903.

Whereas, to wit on May 26th, 1903, and June 16th, 1903, the Board of Public Works of the city of Portage, Indiana, on behalf of the City of Portage, Indiana, entered into the following agreement and contract, viz:

This agreement made and entered into this 26th day of May, 1903, and June 16th, 1903, by and between the city of Portage, (the County of Indiana, (hereinafter called the city),) and through its Board of Public Works, party of the first part, and the Portage Gas Company, a corporation organized under the laws of the State of Indiana, (hereinafter called the company), party of the second part, witnesseth, That we, the said company, as successor and assignee of the Calumet Mining and Gas Company now does and operates a natural gas plant in said city for the purpose of supplying and is duly authorized to supply consumers with natural gas for fuel, and

Whereas, the supply of natural gas has failed, and will continue to fail to such an extent that it is impossible to supply all consumers of said city with sufficient natural gas, and Whereas, by reason of the shortage of such supply, many consumers have resorted to the use of mineral oil, kerosene, short pipe and other dangerous appliances in the use of such gas, which are not only highly volatile of the gas, but dangerous to such users, and the public generally; and Whereas, it is important in the interest of such consumers and of the public to provide and secure proper methods for the safe and economical use of such gas, and

Whereas, by the citizens of the city of Portage, with the laws of the State of Indiana, under which said company is now operating and supplying said consumers, no said company is required to furnish and sell gas factories and all other consumers alike and without discrimination, notwithstanding the supply is insufficient for the use of all, and

Whereas, it is insisted by said company, that because of the failure of the supply, the cost of delivery from the fields to this city is many times what it formerly was, and that a cost increase at the supply diminished, and

Whereas, it is desirable and in the public interest that such gas for fuel purposes be supplied for domestic use in preference to its use by factories and other large consumers of fuel.

Now therefore, in consideration of the premises and of the mutual
conveniences ^{and} convenience, it is hereby agreed by and between the parties hitherto
as follows:

1. Said Company, its successors and assigns, shall, on or before the
first day of October 1903, without cost to consumer of natural gas,
furnish to them and each of them, correct meters of standard make
which shall be put in and properly connected with the gas pipes of
such consumer, at the expense of said company, its successors
and assigns, on or before the first day of November, 1903.

Such meter are to be located and connected in such a place and in
such a manner, as that all the natural gas used by any consumer
flows out the lines of said Company, its successors and assigns,
will pass through and be measured by said meter before used
for consumption.

Provided, however, if said Company, its successors and assigns, for
reasons over which it has no control, is unable to furnish and connect
said meter or any part thereof, within the time herein stipulated, then
in that event, any consumer not having been furnished with a meter,
shall be furnished natural gas by said Company, its successors and
assigns, at the rates and in the manner provided in the original
contract, until such time as said gas is furnished him as
provided in this.

It is further agreed by the said Company, its successors and assigns
that it will continually furnish and maintain said meter as hereinafter
provided without a dutal charge to the consumer, whether the said
meter is being used or not.

Such meter shall be placed and located on the premises of said
consumer where used, at a point mutually agreed upon by the Company
its successors and assigns, and such consumer and shall be located
so as to be open to view at all times to said consumer and the agent
and representatives of said Company, its successors and assigns.
Such meter shall be and remain the property of said Company, except
accident and representation shall have the right to remove, upon the premises
where said meter is located, to inspect, test, repair or replace
the same and to remove it when its use is discontinued. It shall be
the duty of said Company, and said Company, party agrees for
itself, its successors and assigns, to furnish to each consumer
a copy of the monthly statement of the reading of the meter through
which said gas is supplied and used.

Second: It is further agreed by and between the parties hitherto, that
said Company, its successors and assigns shall supply the demand
for natural gas, for the following purposes, so long as its supply
thereof shall be sufficient.

1st. For use in cook stoves and for small heating appliances in

in dwelling houses.

2^d. For other domestic use.

3^d. For heating schools and churches.

4^d. For heating stores and business houses.

5^d. Any consumer thereafter may be used by said Company, its executors and assigns, to supply such other uses as may be requested, provided, however, that all such consumers shall as a condition to the right to receive such gas, use the same through meters as hereinafter provided and conform to all reasonable rules and regulations for the proper and safe use of such gas, as may be adopted by such Company, its successors and assigns.

6^d. It is further agreed by and between said parties that if at any time there should be an insufficient supply of gas to meet the needs and demands of all the consumers in said city, then the said company, its successors and assigns, in order to furnish a sufficient supply for the purposes in the order herein set out, shall cut off consumers during the time such insufficient supply continues, in the following order:

1st. Factories and large consumers.

2nd. Stores and business houses.

3^d. Churches and schools.

4^d. Furnaces for heating dwelling houses.

The question as to when there is an "insufficient supply" to meet the needs and demands of all consumers in said city, as herein provided, shall be determined by the Mayor of the City of Port Huron, and his opinion and order as to the cutting off of consumers in the order herein set out, shall be binding upon the said Company, its successors and assigns.

Provided, however, that during the months of December, January, February and March, said Company, its successors and assigns, shall not furnish gas for manufacturing purposes, to any person, corporation, except upon the order of the Board of Public Works.

In consideration of the furnishing of said water and of the convenience and advantages of the part of said Company, its successors and assigns herein contained, the said Company, its successors and assigns shall be and are hereby authorized from and after the first day of November, 1903, to supply all such natural gas through water measurement, and shall hereafter be entitled to receive for all such natural gas used, the sum of \$100 per First centile (250) per thousand cubic feet.

Burly! Any consumer of such gas who becomes dissatisfied with the working of the meter, through which he is supplied with gas, shall have the right to have such meter tested in the city of

Port Wayne, in the presence of himself and a representative of said Company, by a compellable person to make such test to be selected by the Board of Public Works, upon said person first making it demand on said Company, its successors and assigns, in writing, and depositing with said Company the sum of one dollar (\$1.00) to cover the cost and expense of returning said meter, in the event that said meter is not found working too fast, as herein provided. Upon said demand being made, and said sum deposited, it shall be the duty of said Company, its successors and assigns, to disconnect said meter, and have the same tested by the party selected in the manner aforesaid, and if the test shall show that the meter is working too fast, said sum of one dollar shall be refunded to said party, and the expense of making the test including the cost of disconnecting and reconnecting said meter shall be borne and paid by said Company, its successors and assigns; but in the event that said test shows that the meter is not working too fast, then the sum of one dollar shall be retained and applied to the expense of making the said test, and disconnecting and reconnecting said meter.

It shall be the duty of the Board of Public Works to provide the person appointed, with the necessary instruments to make the test, which person shall be the property of the city.

The said Company, its successors and assigns, further agrees that it will pay into the Treasury of the City of Port Wayne Nine Hundred Dollars (\$900.00) a year, in monthly payments of One Hundred Dollars (\$100.00) per month, payable on the first day of each month, during the time said Company furnishes natural gas to consumers therein under this contract. That said money, or so much of it as may be necessary, shall be used in defraying the expenses of the city in testing meters, as herein authorized, or to be applied upon the wages of the salary of a meter and gas inspector of the city, if the appointment of such an officer is authorized. Provided, however, that it shall be the duty of such inspector, if appointed, to make the inspection herein authorized.

It is further agreed by and between the parties to this contract, that if the seal of any meter used by any consumer of natural gas, should be broken for the purpose of testing the accuracy thereof, at herein provided, and said meter is corrected and replaced, then in the case the person inspecting the same shall place thereon a seal, such as he may originally had upon it.

Fifth. It is further understood and agreed that said Company, its successors and assigns, in the provisions of this contract, is not released from any of the obligations, liabilities or restrictions imposed upon it as successors and assignees of the Laramont Mining and Gas Company, its successors and assigns, is authorized

to own and operate its said Natural Gas plant.

It is further agreed that said Company, its successors and assigns, shall not exercise any of the rights or privileges herein contained, until said Company, its successors and assigns, shall execute a bond payable to the city of Port Wayne in the sum of Two Thousand Dollars (\$10,000.00), as liquidated damages, provided said Company, its successors and assigns does not comply with any or all of the provisions of the foregoing agreement.

Witness our hands and seals this 26th day of May, 1903.

Port Wayne Gas Company. *Elmer Eggenauer*
Henry C. Paul *Millard Brewster*
Asst. to President. *H.C. Gollings,*
Board of Public Works.

Section 1. Be it therefore ordained by the Common Council of the City of Port Wayne, Indiana, that the mutual and government relations, to exist on the 26th day of May 1903, made and entered into, together with the circumstances, thence of June 16th, 1903, between the City of Port Wayne through its Board of Public Works and the Port Wayne Gas Company, as fully set out in the preamble thereto, be and the same is hereby at all things approved.

Section 2. This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

Situated at the council chamber in the city of Port Wayne, Indiana, this the 16th day of June, 1903.

I, now, certify that the Common Council of the city of Port Wayne, Indiana, at an adjourned meeting held on the 16th day of June, 1903, by a majority vote of all the members elected, did pass the ordinance herein attached under the seal as General Ordinance No. 211.

August M. Schmidt
City Clerk

Received to the Mayor for approval on the 23^d day of June, 1903.

August M. Schmidt
City Clerk.

Approved June 23^d, 1903.
N.C. Berghoff
Mayor.

City of South Wayne No. 115.

Witnessed by
... Wayne,
the 26th day of May, 1903, the Board of Public Works of the
City of South Wayne, State of Indiana, in behalf of the Corporation
of the South Wayne and Western and Indianapolis Road
of June 4th, 1893, to:

In agricultural fields and entered into this 26th day of May, 1903,
in and witnessed in the city of South Wayne (in Allen County, State of Indiana)
by and through its Board of Public Works, party of the first part and the
Corporation of the South Wayne and Western and Indianapolis Road
of June 4th, 1893, to:

The agricultural fields and entered into this 26th day of May, 1903,
in and witnessed in the city of South Wayne (in Allen County, State of Indiana)
by and through its Board of Public Works, party of the first part and the
Corporation of the South Wayne and Western and Indianapolis Road
of June 4th, 1893, to:

- For the purpose of providing convenience along the line of said additional tracks
it is believed will be requested that the same be made at the time said
streets of said streets are paved, it is therefore, in consideration of
the convenience and the mutual and general convenience of said parties
to this contract, hereby agreed by and between said parties as follows:
- (1.) Said party of the first part by and through its Board of Public
Works, and by notice of the powers conferred upon it and upon
said Board of Public Works by the laws of the State of Indiana, does
hereby authorize and permit the said party of the second part,
its successors and assigns, from and after the approval and ratification
of this contract by an ordinance of the Common Council of the said City,
to construct, use, maintain and operate an additional track,
 - (2.) On Main Street from the center of Broadway to the east end of
the said avenue the Wayne River;
 - (3.) On Broadway Street from Jefferson Street to a point four hundred
(400) feet south of Organs Branch;
 - (4.) On Jefferson Street from the center of Lafayette Street to a point one
hundred (100) feet east of Hanna Street, to connect with the switch
box located;
 - (5.) On Lafayette Street from the center of Main Street to the center of
Jefferson Street.
 - (6.) On Brighton Avenue from the center of Fairfield Avenue to the center
of South Wayne Avenue.
 - (7.) On Washington Street from the center of Hanna Street to
Glassboro Avenue.

And also to construct, use, maintain and operate a single track of said railroad on Pontiac street from the center of Calhoun street to the center of Lafayette street, together with all the loops and convenient junctions, turnouts, connections, poles, trolley and feed wires theron, and other necessary appliances which may be necessary or proper for the convenient and successful operation of said several tracks as a part of the system of streets hereinabove mentioned and provided by and for the second party, inasmuch that no switch or turnout shall be made by said on said street except at the corner of Calhoun and Pontiac street, which switch shall not exceed twenty feet on Pontiac street. It is further agreed that said party of the second part shall, at its own expense at the time it builds said track on Pontiac street, turn Calhoun street and Lafayette street, upon the curb stones or saw portion of said Pontiac street two (2) feet nearer the property line on each side of said street and plan said space of two (2) feet on each side of said street in the same manner that the balance of said street is now planned, and will bring within the curb all water and gas, connections and manholes same with property, and to place grass, plants, shrubs, trees, and other growths in the same condition as before the street was widened, including widening if necessary.

2. In consideration of the rights and privileges herein and hereby granted to said party of the second part, its successors or assigns, the said party of the second part agrees and binds himself, its successors and assigns as follows, to wit:

said party of the second part, its successors or assigns, shall and hereby agrees to construct said additional track on Main street from the center of Broadway to said point east of said bridge, and on Broadway from fifteen feet to Scott Avenue, and a fifth street from the center of Lafayette street to said switch at the corner of Calhoun street and said single track on Pontiac street from the center of Calhoun street to the center of Lafayette street, during the present year and at the time said portions of said streets are being paved and to construct the remainder of said additional track on or before five years from date hereof, but if any portions of said streets for any longer time than five years shall be ordered and are paved before said five years, to construct such additional track on such portions of said streets as shall be required, and within said five years at and during the time that said portions of said streets are being so paved.

3. Said party of the second part hereby agrees for itself, its successors and assigns, to lay over its other track on said portion of said several streets, when the right to construct such additional tracks on hereby given, and place said tracks so that the outer rails of said tracks shall be equally distant as nearly as

3. Practicably, from the curb lines of said street, except at such points as may be otherwise ordered and directed by said Board of Public Works, and shall thereafter maintain and operate said additional tracks and said single track or said portion of Portage Street as a tract of land and within said railroads in such manner and upon the same terms, conditions and limitations under and by virtue of which said Company is now maintained and permitted to maintain its said other tracks and operate its cars thereon said lease or said rental except, provided however that the true limit of the rights and privileges herein granted on Portage Street from Fulton Street to the middle of Lafayette Street and on Broadway from Madison Avenue to a point four hundred (400) feet south of Oregon Avenue shall be for the period of thirty five (35) years from the 5th day of September, 1902.

4. said party of the second part, for itself, its successors and assigns, hereby agrees to pay with the same material used in the permanent of the remainder of said street whenever ordered and directed to be laid by said Board of Public Works all said parts of said annual tracks between the outer rails of said tracks and for a distance of twenty inches on the outside thereof and thereto to keep and maintain such portions in good repair and also to repair said portions of all of said several streets and avenues, when and as often as the remaining portions of said streets and avenues are repaired by said city, all such paving to be done under and according to the specifications both as to material and manner as may be provided by the Board of Public Works under the supervision of the City Engineer, it being understood and agreed moreover that said company, its successors and assigns shall not be required to repair and maintain any portion of said streets with any more expensive material or in any different manner than the remaining portions of said streets and avenues are to be repaired and maintained by said city. The sum named herein agreed to be made shall include any and all payments heretofore ordered or for which the contractor is due but for said portions of said several streets or any of them, and said party of the second part shall refund to the property owners on said Portage Street between the east line of Fulton Street and the west line of Lafayette Street the value of the amount laid thereon between the outer rails of said track and for a distance of twelve inches on the outside of the outside rails of said track. Upon all such paved streets the said Company, its successors, and assigns shall, at the time such streets are paved (if not previously done) put concrete under its ties and track to the depth of six inches.

5. Said party of the second part hereby renounces all its rights, privileges and franchises heretofore granted to it, to construct,

maintain and operate, (and it shall not be required to construct or lay) a street railroad track on Polkton Street from Avenue Street to Sixth Street, on Sixth Street from the center of Polkton Street to the center of Lafayette Street, on Lafayette Street from the center of Sixth Street to the center of Polkton Street.

In witness whereof said parties hereto have hereunto set their hands and seals this 26th day of May, 1903.

August M. Schmid
City Clerk.

The City of Fort Wayne Indiana
By Peter Eggeman,
William Dochnauer,
H.C. Gollinger
Seals of Prairie 11:57 a.m.

Fort Wayne Traction Company
L.P. Glavin, Secy.

Section 1. Be it therefore ordained by the Common Council of the city of Fort Wayne, Indiana, that the contract and agreement heretofore made on the 26th day of May, 1903, made and entered into together with the amendments thereto, of June 16th, 1903, between the City of Fort Wayne, through its Board of Public Works and the Fort Wayne Traction Company, be fully set out in the preamble hereto, to wit: the same is hereby in all things approved.

Section 2. This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

Done at the council chamber in the city of Fort Wayne, Indiana, on the 16th day of June, 1903.

I hereby certify that the Common Council of the City of Fort Wayne, Indiana, at an adjourned meeting held on the 16th day of June, 1903, by a majority vote of all members elect did pass the ordinance hereinabove attached and known as General Ordinance No. 212.

August M. Schmid
City Clerk

Presented to the Mayor for approval on the 25th day of June, 1903.

August M. Schmid
City Clerk

Approved, June 26th, 1903.

James L. Slocum
Mayor.

General Ordinance No. 213.

Enacted by the ordinance prohibiting the firing of guns, pistols, fire crackers, or 11. Number, torpedoes, or any other load sounding explosive within that hundred feet of any hospital within the corporate limits of the city of Port Wayne, and providing a penalty for the violation thereof.

Section 1. Be it enacted by the Common Council of the city of Port Wayne, that it shall be unlawful for any person to fire or cause to be fired any gun, pistol, fire cracker, torpedo, or any other load sounding explosive within that hundred feet of any hospital within the corporate limits of the city of Port Wayne. Persons violating the provisions of this ordinance shall, upon conviction, be fined in any sum not to exceed twenty-five dollars (\$25.00).

Section 2. This ordinance to be in full force and effect on and after its passage, approval by the Mayor and legal publication.

Signed at the council chamber in the city of Port Wayne, Indiana, this the 23^d day of June, 1903.

I hereby certify that the Common Council of the city of Port Wayne, Indiana, at a regular meeting held on the 23^d day of June, 1903, by vote of a majority of all members elect, did pass the ordinance hereto attached and known as General Ordinance No. 213.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 30th day of June, 1903.

August M. Schmidt
City Clerk.

Approved July 1st, 1903.
Henry C. Bergoff
Mayor.

General Ordinance No. 214.
An ordinance defining certain offenses.

Introduced by
J. J. Ryan

Section 1. Be it ordained by the Common Council of the City of Portage,
that it shall be unlawful for any person, corporation or corporation to
mix mortar or other substance upon the pavement or sidewalk in any
street, unless the mixture is confined in a good mortar tight box
or other vessel, preventing thereby the mixture or any part thereof from
coming in contact with the pavement.

Section 2. It shall be unlawful for any person to permit gasoline
(or other substance) that will injure street pavement, to be discharged
theron or deposited upon any street pavement that may be injuriously
affected thereby.

Section 3. Any person violating any of the provisions of this ordinance
shall, upon conviction, be fined in any sum not to exceed \$250.

Section 4. This ordinance is in full force and effect now
and after its passage, approval by the mayor and legal publication.

Done at the council chamber, in the city of Portage, Indiana,
this the 23rd day of June, 1903.

I hereby certify that the Common Council of the City of Portage,
Indiana, at a regular meeting held on the 23rd day of June, 1903,
by a majority vote of all members elected, did pass the
ordinance known and known as General Ordinance No. 214.

August H. Schmidt
City Clerk.

Presented to the Mayor for approval on the 30th day of June, 1903.

August H. Schmidt
City Clerk.

Approved, June 1st, 1903.
August H. Schmidt
City Clerk.

General Ordinance No. 213.

Introduced by the ordinance for financing and improving a certain agreement and
S. C. O'Kane Contract made and entered into the 5th day of June 1903, by and
between the City of Port Wayne, Indiana, by and through its Board
of Public Works, and the Port Wayne and Indiana Railway Company.
Whereas, to wit, on June 8th, 1903, the Board of Public Works of the
city of Port Wayne, Indiana, or to half of the city of Port Wayne, Indiana,
entered into the following agreement, and contract, viz:

This agreement made and entered into this 8th day of June 1903, by
and between the city of Port Wayne, Allen County, Indiana, (hereafter
called the city) by and through its Board of Public Works, party of the
first part, and the Port Wayne and Indiana Railway Company (hereinafter
called the Company), party of the second part, witnesseth, that
the said Port Wayne and Indiana Railway Company has presented
its written petition to the Board of Public Works of said city of
Port Wayne, asking permission to be allowed to run and operate its
interurban cars into said city in and along certain streets therein
and hereinafter named over the tracks of the Port Wayne Traction
Company and to run passengers' mail, express matter, baggage
and freight through said into such city on such cars, and,
whereas, the party of the first part, by and through its Board of Public
Works, is authorized and empowered under and by virtue of the laws
of the State of Indiana in such case made and provided, to make
and enter into an agreement with any Railway Company who by said
company is authorized to run and operate its cars along certain streets of
Port Wayne, the party of the second part, has made and entered into an
agreement with the Port Wayne Traction Company whereby the party of
the second part is permitted to run and operate its cars upon the
tracks of said Port Wayne Traction Company along the streets and
avenues of street in the city of Port Wayne hereinafter specifically
designated, for the term of thirty five years from and after the 2nd
day of September, 1903, on condition that the authority and consent
of the proper authorities of said city are procured.

Now, therefore, the said Board of Public Works of said city of
Port Wayne, in consideration of the several agreements of the said
company, party of the second part, hereinafter stipulated and set forth,
does hereby (subject to the ratification and approval of the common
council of said city) authorize and empower and permit the said
company, its successors and assigns, party of the second part, for the
term of thirty five years from and after the 2nd day of September, 1903,
and no longer, subject to the conditions and limitations hereinafter
prescribed and expressed to operate and run its cars upon and
over the tracks of the Port Wayne Traction Company, now or hereafter laid
and in use in the following streets and avenues of said city, to wit:

On Main street from the west corporation line of said city to Clinton street, thence around the block bounded by Clinton, Columbia, Catharine and Main streets, designated as the "Passenger Loop," but such passenger loop shall be used only by the passenger cars of said party of the second part, and also the three blocks bounded by Columbia street on the north, Clinton street on the west, Main street on the south and Lafayette street on the east, designated as the "Freight Loop" for the use of the freight and express cars of said party of the second part. Provided, however, that if any change or changes be hereafter made in route or routes for such loops shall be a part of the route covered by this contract; thence running over the same route to the said corporation line, and also peramb said Company party of the second part at such convenient point on the above route as shall be agreed to by the said Indiana Company, its successors or assigns, to connect by spur the tracks upon which said Indiana Company will lay tracks which said railway company, party of the second part, may provide for the storage of its cars or use for depot purposes, and that for the purpose of cleaning and repairing its cars only, when necessary, the said Company, party of the second part, may, also, after having obtained permission of the said Indiana Company, its successors or assigns, run its cars over the tracks of said Fort Wayne traction Company, by the most direct roads by which tracks are provided to reach the cars and shops of said traction company, but only for the purpose of and in the event that such cars are cleaned or repaired by said traction company, its successors or assigns. But all the rights, franchises and franchises hereby granted are made, subject to and shall not abridge or affect the present or hereafter acquired rights, franchises or franchises of said traction company, its successors or assigns, in, to, upon or along, said streets, or any of them.

The above grant is made upon the following express conditions:

1. The said company, party of the second part shall charge five cents for a single fare between any two points in said city by its lines. All tickets held for passage by the Fort Wayne traction company shall be received for passage within the corporate limits of the city of Fort Wayne, in the care of said Company, party of the second part.

2. The said Company, party of the second part may, at all times carry in its passenger cars, or in suitable compartments thereof, provided for such purpose, or in mail, express or freight cars of the above style and construction as a passenger car, except as to windows and inside finish, such baggage belonging to its passengers being transported in such cars, as is usually allowed to be carried by passengers in cars of steam railroad companies.

and the United States Mail, merchandise and express matter that may be enclosed in boxes, cases, carks, and parcels and which can be carried in the kind of cars hereinafter described, provided, however, that no animal of the kind commonly termed live-stock shall be carried in any such car or in any such compartment at any time and provided further, that all baggage other than hand baggage and express matter shall be delivered at the station or terminal on the passenger loop, and all freight carried as aforesaid shall be delivered at the station or terminal located on the freight loop herein referred to, for distribution and that in no case shall any such baggage (other than hand baggage) or any express matter, parcels or merchandise be loaded or unloaded in or upon any of the streets alleys, avenues or public grounds of said city, except at said stations or terminals, provided also, that fowls properly secured in boxes, shall be duly carried in said cars between the hours of 12th M^r and 5th A^m.

3. The cars to be run and operated by said Company, party of the second part shall be propelled by electric power only, and said Company, party of the second part shall, during the entire period of this franchise is granted, so far as its use in said city is to render the public at all times safe, comfortable and efficient service; that the cars shall be of the best and most approved material and finish, at all times kept clean, well ventilated, provided with comfortable seats for passengers, and seats will enter and contain all appliances wherein the car motor is such that the comfort of the passengers shall require the same, and lighted at night with Electricity, or with some equally efficient light, that all such cars shall be kept in good repair, and at all times be painted on the outside and decorated on the inside, so as to present an attractive appearance, and shall be repainted and redecorated from time to time as may be necessary to maintain such appearance; that each of such cars shall be provided with fenders, and all other modern appliances for the safety of its passengers and employees, including a headlight; that each of such cars shall bear upon the name of said Company, party of the second part, or the front of its destination in letters of such size that the name may be readily discerned and read by persons of ordinary eyesight, and that at night such name shall be illuminated or displayed that the same may be readily and easily seen by persons desiring to take passage in such car.

4. All cars of the said company, party of the second part, shall be required to and shall at all times run at the same rate of speed as the cars of the Post Wayne Traction Company shall run, and shall not be stopped or stalled on the railway of the Post Wayne Traction

Company for the purpose of taking on or off freight or merchandise, except on its own cars, or at such points on its freight loop as may be from time to time designated and permitted by said Traction Company, its successors and assigns, or so as to interfere with the proper operation of the other cars on the railway of the Port Wayne Traction Company, its successors or assigns.

5. The said Company, party of the second part, shall be required at all times to run its cars so as not to unreasonably impede public traffic by at intersections of public streets, alleys or avenues of said city, and their cars shall be stopped clear of cross streets. The care of said company, party of the second part, shall be confined to the track in all cases and to due whenever any team or vehicle (except other street car) shall meet or be overtaken by a car, such team and vehicle (except other street car) shall give way to said car; nor shall any person wilfully or purposely obstruct or interfere with any of the cars by driving or stopping, or causing to be placed in a cross road, or stopped by any team or vehicle or other obstruction in upon or along across or near the track of said line, after being notified by the motorman or the ringing of the bell or otherwise.

6. Said Company, party of the second part, shall conform in every respect to the laws of the State of Indiana and all laws and ordinances of the City of Port Wayne and to all other public authorities relating to the management, operation or control of its cars, so far as the same are applicable to said Company, party of the second part.

In further consideration of the great trouble and hardship made and incurred by the said party of the second part, its successors and assigns, which said party of the second part, the following annuities annually, during the first five years next, a thousand compensation for the first year of its operation; two hundred and fifty dollars for the next five years thereafter, and five hundred dollars for each remaining year of the contract.

7. It is agreed by and between the parties hereto that one of the principal considerations for the grant is the promise, agreement and undertaking of said Company, party of the second part to said an interurban railway line from the city of Port Wayne, Indiana, to the city of Logansport, Indiana, and that all rights and franchises granted thereto in said party of the first part, to said Company, party of the second part, shall forfeit terminate and this contract become null and void, if the party of the second part shall not have constructed and in operation such railway from Port Wayne to said city of Logansport on the thirty-first day of December, 1904, unless on account of acts of Providence, litigation, or from unavoidable

delay, in which event the Board of Public Works of said city may grant a reasonable extension of time, provided that the same is approved by the Common Council.

s. The said Company, party of the second part before exercising any of the rights hereby granted shall execute to the city of Fort Wayne a good and sufficient bond in the sum of ten thousand dollars (\$10,000.00) with good and sufficient sureties to be approved by the Board of Public Works, conditioned that the said Company, party of the second part, shall faithfully carry out and perform each and every agreement herein contained, and shall well and truly pay to said City all knowable forfeitures and other sums of money for which, under the terms of this contract, it may become liable to said City, and said bond shall be renewed from time to time during each period on the demand of the said Board of Public Works of said City, whenever in the opinion of said Board, the sum or sureties on said bond has become insufficient for any reason whatever, or whenever the accumulation of unpaid penalties, forfeitures, judgments or costs, shall be against said Company, party of the second part, in favor of said City, the said Board deems such renewal necessary.

And in case the said Company, party of the second part, shall on reasonable demand of said Board of Public Works, fail or refuse to execute such bond, or furnish such additional security, then so as may be required, then the rights under this contract shall cease, and the franchise herein granted be forfeited, which forfeiture may be enforced in any court of competent jurisdiction.

In witness whereof, said parties have hereunto set their hands and seals this 8th day of June, 1903.

Albert Milburn
Stoner
cccc.

Fort Wayne and Goshen Railway Company
By James P. Rotherwell, Pres.

The City of Fort Wayne, Indiana.
By Peter Eggemann

W.H. Schramm

H.C. Hollinger

Board of Public Works

Albert C. Schramm
Clerk.

Section 1. Be it therefore ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract and agreement heretofore to work, on the 8th day of June, 1903, made and entered into by the city of Fort Wayne, Indiana, through its Board of Public Works and the Fort Wayne and Goshen Railway Company, as fully set out in preamble hereto, be and the same is hereby in all

things confirmed and approved.

Section 2. This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

Signed at the Council Chamber in the city of Fort Wayne, Indiana, this the 23^d day of June, 1903.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 23^d day of June, 1903, by a majority vote of all members present, did pass the ordinances hereto attached and known as General Ordinance No. 215.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 30th of June, 1903.

August M. Schmidt
City Clerk.

Approved June 1st, 1903.

August M. Schmidt
City Clerk.

General Ordinance No. 216.

An ordinance regulating the manner and use of automobiles.

Section 1. Be it enacted by the Common Council of the city of
Fort Wayne, that hereafter all automobiles operated in the city of
Fort Wayne shall display identifying numbers marking front and

such number shall not be less than 3½ inches high and the line
marking the number shall be white and be at least ½ inch wide
and such number shall be placed at least ½ of an inch apart.

Section 2. All such numbers shall be painted on black signs
plaques of wood metal or leather, or directly on the machine
itself, provided the machine be painted black at this particular
place; and such particular signs or plaques shall be so attached
to the machine that they will not sway in any direction indepen-
dently of the motion of such machine.

Section 3. Such numbers shall be displayed on the rear of the
machine in plain sight, as nearly as possible in the middle of
such machine, and shall be too bright so as not to be hidden
by the hood or any other obstruction on the machine.

Section 4. The numbers shall be of Arabic numerals.

Section 5. For the purpose of the enforcement of this ordinance
all automobiles are hereby divided into two classes.

Class A. Private Automobiles.

Such automobiles shall display a number as herein provided
and such number shall correspond with the number issued to
the owner of said automobile, as hereinafter provided.

*Class B. All public automobiles engaged in the transpor-
tation of passengers, merchandise, or any other business purpose.*

Such machines or automobiles shall display a number
corresponding with and in addition thereto shall display
letters of similar size or design which shall indicate the
person, firm or corporation by whom such automobile is
owned, and such letter or letters shall be registered or recorded
in the office of the city clerk as being the designating letter
or letters of such owner.

Section 6. All automobiles when in use on the streets shall
have and keep a lighted lamp or lantern from sunset to

daybreak, which shall throw a red light directly to the rear of the machine and a white light on the letters or numbers, in such manner as to make such letters and numbers plainly visible and legible.

Section 7. It shall be the duty of any person, company, or corporation owning or operating an automobile in the city of Fort Wayne, to register his, her, or its name in a book, to be kept in the office of the city clerk of said city for that purpose, together with the number of the machine as herein provided. No person, firm or corporation shall be allowed to adopt a number that at the time of his registering his name has been adopted by any other person, firm, or corporation, and registered in the office of the city clerk.

Section 8. Any person, firm or corporation violating, disobeying, neglecting or refusing to comply with any of the provisions of this ordinance, shall be subject on conviction to a penalty of not less than \$500 nor more than \$2500 for each offense.

Section 9. This ordinance shall be in full force and effect from and after its passage, approved by mayor and legal publication.

Done at the council chamber in the city of Fort Wayne, Indiana, this the 11th day of August, 1903.

I hereby certify that the Council Chamber of the City of Fort Wayne, Indiana, at a regular meeting held on the 11th day of August, 1903, by a majority vote of all members elect, did pass the ordinance hereinabove attached and known as General Ordinance No. 216.

August M. Schmidt
City Clerk.

Presented to the mayor for approval September 12th, 1903.
August M. Schmidt
City Clerk

Approved by mayor 12th, 1903.

Henry C. Berghoff
Mayor

General Ordinance No. 217.

Enacted by the Common Council of the City of Fort Wayne, Indiana, on the 8th day of September, 1903.

An ordinance to amend Section two (2) of an ordinance entitled "An ordinance regulating the gathering and removal of kitchen garbage, tin cans, broken dishes,"

Section 1. Be it enacted by the Common Council of the City of Fort Wayne, that Section two (2) of the above entitled ordinance is amended to read as follows:

Section 2. That for the purpose of promoting the comfort of the citizens and the cleanliness of the city and preserving health and efficiency thereon, and for the purpose of facilitating and executing the Board of Public Works of said city in collecting, carrying and disposing of kitchen garbage provided for in Section one (1) and for the abiding away of tin cans and broken dishes, it shall be unlawful for any person to throw out, dump, or place on my lot of ground, streets or alleys in said city any kitchen garbage, slops, vegetables or animal waste, commonly called garbage, at any time, but each and every person working, living or occupying my such garage herein designated, shall put the same and every sort thereof, excepting drainage, in a cloth or iron can with handle and tight lid thereon, and of such size as the necessity of each individual case may require. No said garbage cans, to be placed at a convenient place for garbage collectors and just outside nor letting of conditions are such as will enable it to be done.

No land or property of any family or any person, occupying or having control of or authority over any place or premises to best such garbage is made, except saloons, hotels, restaurants and boarding houses, shall be required to attend to the collecting, securing and disposing of all said garbage in a manner as in this ordinance provided. It shall be unlawful to mix tin cans, broken dishes, yard and house sweepings with kitchen garbage, but when tin cans and broken dishes are collected and placed in a separate box convenient for garbage collectors, the same will be removed without expense to property owners."

Section 3. This ordinance to be in full force and effect on and after its passage and approval by mayor.

Done at the council chamber in the city of Fort Wayne, Indiana, on the 8th day of September, 1903.

I hereby certify that the Common Council of the city of Port Mayno,
Sudan, at a regular meeting held on the 8th day of September, 1903,
by a majority vote of all the members present, did pass the ordinance
hereunder attached and known as General Ordinance No. 211.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 17th day of
September, 1903.

August M. Schmidt
City Clerk.

Approved by Council, 18th 1903.

Henry J. Graven

1903

General Ordinance No. 218.

dated and in the ordinance authorizing the employment of certain officers, clerks, and assistants and employees, giving the compensation salaries and wages of certain officers, clerks, and employees of the city of Fort Wayne, Indiana, repealing conflicting ordinances and fixing the time when this ordinance shall take effect, with amendments made thereto, September 8th, 1903.

Section 1. Be it ordained by the Common Council of the city of Fort Wayne, Indiana, that the officers, clerks, assistants and employees of the city of Fort Wayne, Indiana, shall respectively receive the compensation, salaries and wages as hereinafter in this ordinance provided. The employment of such officers, clerks and assistants as are hereinafter named are hereby authorized and the compensation and salaries of such officers, clerks and assistants are hereby fixed at the sum and amounts respectively named for such officers, clerks and assistants.

Section 2. Such compensation and salaries of such officers, clerks, assistants and employees shall be as follows:

The mayor of the city of Fort Wayne, Indiana, shall receive a salary at the rate of one thousand dollars per annum.

The city clerk of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

The chairman of the city council of Fort Wayne, Indiana, shall receive a salary at the rate of one hundred and fifty dollars per annum.

The city attorney shall receive a salary at the rate of two thousand dollars per annum.

The comptroller of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

The deputy comptroller of the city of Fort Wayne, Indiana, shall receive a salary at the rate of eighty hundred dollars per annum.

For the Department of Public Works.

The chairman of the Board of the Board of Public Works shall receive a salary at the rate of seven hundred dollars per annum.

Two members of the Board of Public Works shall each receive a salary at the rate of one thousand dollars per annum.

The engineer of the city of Fort Wayne shall receive a salary at the rate of forty five dollars per month.

The city marshal or sheriff of the city of Fort Wayne shall receive a salary at the rate of two thousand dollars per annum.

The assistant city marshal or sheriff of the city of Fort Wayne, Indiana, shall receive a salary at the rate of eighty five dollars per month.

The superintendent of streets of the city of Fort Wayne shall receive

a salary at the rate of twenty five dollars per month.

The foreman of street repairs of the city of Fort Wayne shall receive a salary at the rate of sixty dollars per month.

The janitor at the city building shall receive a salary at the rate of fifty dollars per month.

The assistant janitor of the city building shall receive a salary at the rate of thirty five dollars per month.

The superintendant of Parks of the city of Fort Wayne shall receive a salary at the rate of twenty dollars per month.

For the Department of Public Safety.

The three members of the Board of Public Safety shall ^{each} receive a salary at the rate of four hundred dollars per annum.

The basketweaver of the city of Fort Wayne shall receive a salary at the rate of twenty five dollars per month.

The city foundryman of the city of Fort Wayne shall receive a salary at the rate of twelve dollars per month.

The city weighmaster of the city of Fort Wayne shall receive a salary at the rate of sixty dollars per month.

Employers of the Police department shall receive the following salaries:

The police judge shall receive a salary at the rate of six thousand dollars per annum.

The superintendent of police shall receive a salary at the rate of thirteen hundred and twenty dollars per annum.

The captain of police shall receive a salary at the rate of twenty hundred dollars per annum.

The lieutenant of police shall receive a salary at the rate of one thousand and thirty dollars per annum.

Two sergeants of police shall each receive a salary at the rate of nine hundred dollars per annum.

The detective of police shall receive a salary at the rate of one hundred dollars per annum.

Each patrolman shall receive a salary at the rate of sixty five dollars per month.

Two patrol drivers shall each receive a salary at the rate of sixty dollars per month.

Two station clerks shall each receive a salary at the rate of fifty dollars per month.

The electrician shall receive a salary at the rate of forty five dollars per month.

The Auditor Officer shall receive a salary at the rate of forty dollars per month.

each member of the Fire Force shall receive the following salaries:
 Each chief of the Fire Force shall receive a salary at the rate of one
 hundred and twenty five dollars per month.
 Each engineer of the Fire Force shall receive a salary at the rate of
 eighty five dollars per month.
 Each captain of the Fire Force shall receive a salary at the rate of
 seventy five dollars per month.
 The electrician shall receive a salary at the rate of fifty five
 dollars per month.
 Each fireman of "Class A" shall receive a salary at the rate of
 fifty dollars per month.
 Each fireman of "Class B" shall receive a salary at the rate of sixty five
 dollars per month.
 Each fireman of "Class C" shall receive a salary at the rate of fifty five
 dollars per month.
 The telephone attendant at the Central Fire Station shall receive a
 salary at the rate of fifty five dollars per month.

For the Department of Health and Charities.

The Commissioner of Public Health shall receive a salary at the rate
 of sixteen hundred dollars per annum.
 The two special sanitary policemen shall each receive a salary at
 the rate of sixty dollars per month.
 The two hospital physicians acting as sanitary inspectors shall
 each receive a salary at the rate of \$1500 per annum.
 The Special Clerk in Health Office shall receive a salary at the rate
 of \$3000 per annum.

Section 3. The compensation, salaries and wages or money rated and
 provided for in the foregoing sections of this ordinance shall be
 paid out of the funds of the city treasury appropriated and to
 be appropriated for such purposes. Said salaries to be paid at
 the expiration of such month during the time of service.

Section 4. All ordinances and parts of ordinances in conflict
 herewith are hereby repealed.

Section 5. This ordinance to be in full force and effect on and
 after its passage and approval by the mayor.

Done at the council chamber in the city of Fort Wayne, Indiana,
 on the 8th day of September, 1903.

I hereby certify that the Common Council of the city of Portage,
Indiana, at a regular meeting held on the 8th day of September
1903, by a majority vote of all members elected did pass the ordinance
hereunder attached and known as General Ordinance No. 218.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 17th day of
September, 1903.

August M. Schmidt
City Clerk.

Approved September 29th 1903

Henry C. Beougher
Mayor.

General Ordinance No. 219.

Introduced by Mr. Schmid
An ordinance confirming and approving a certain contract
entered into the 13th day of April, 1903, by the city of Portage,
through its Board of Public Works, and the Pennsylvania Company,
together with the addendments made thereto on September 8th, 1903;
whereas on the 13th day of April, 1903, the Board of Public
Works of the city of Portage, state of Indiana, on behalf of
the City, entered into the following agreement and contract and
addendments thereto of September 8th, 1903:

This agreement made and entered into this 13th day of April, 1903,
by and between the city of Portage, Illinois County, Indiana, hereinafter
called the City, by and through its Board of Public Works, party of
the first part, and the Pennsylvania Company, hereinafter
called the Company, party of the second part, it is agreed:
That the party of the first part by and through its Board of Public
Works, under and by virtue of the powers so conferred upon it
and the said Board of Public Works, by the Laws of the State
of Indiana, does hereby, subject to the conditions and covenants
authorize and empower the said party of the second part by succession
and assigns, from and after the approval and ratification of this contract
by an ordinance of the common council of said city, to construct
and maintain a single track steam railroad of standard
width over and along the following streets:

Commencing at the east forty-eighth line of Avenue, about at the intersection
of Toledo street, thence west on Toledo street to Murray
street, thence south on Lafayette street to Murray street, thence
west on Murray street to a point opposite the northeast side of the

worth and south alloy east of Cathcart street.

The said track herein authorized to be laid and maintained is to be used for the working of freight cars to and from industries along the line of said streets with its other switches and main lines. The present and hereinafter herein given is upon the following conditions:

First: That the track of said company shall not be elevated above the grade of such streets and be same shall be laid and maintained so as to conform with the established grade of such streets as they shall from time to time exist and in such a way as not to be an unnecessary impediment to the ordinary and proper use thereof by carmen, passengers or other vehicles along or upon such track at my first notice. That the track and rails shall be gone with the grade of the streets now established or as may hereafter be established by said city, and subject at all times to be taken up and replaced by the said Company, its successors and assigns, at its own expense when necessary for the purpose of regrading, paving or repairing or repairing such tracks, constructing sewers, laying or repairing water, drains or other pipes or any other public improvement. In case the rails of such track shall not conform with the grade of the streets as above provided, the Board of Public Works shall notify the body of the second post thereof. The body of the second post shall do no regression work and make such track uniform to any grade within thirty days from the time of receiving such notice and upon failing so to do the Board of Public Works shall have the right to remove such tracks and make to such improvement and charge the cost thereof to said company, its successors and assigns, and in case such company, its successors and assigns shall fail to pay such expense within thirty days from the time said Board has rendered a bill therefor, the said body shall have a right of action to recover said account against the said company, its successors and assigns, and in case of such failure to pay any such bill and if suit is brought to recover the same, then said city shall be entitled to recover in addition to the cost of the said improvement, a reasonable attorney fee.

Second: That said company shall have the entire width of the driveway of Lafayette street from the north line of Polk street to south line of Murray street and shall from Murray street from Lafayette street west to the end of its tracks between the rails and two feet on the outside of each rail. Said pavement to be of asphalt paving, laid in accordance with plans and specifications to be furnished by the Board of Public Works and at the same time the track is laid in the said street. That said company shall repair said surfaces of street herein authorized to be occupied,

in the manner and to the extent herein set out at such times thereafter as the Board of Public Works of the city may require, and shall at all times keep said portion of such streets in a good condition of repair.

Third: That the use of the said tracks by the party of the second part, its successors and assigns, herein authorized to be laid and maintained, is limited and restricted to hours between eleven (11) AM. and six (6) PM. of each day, and during all other hours of the day, said tracks shall be clear and unobstructed for public use.

Fourth: That in the event the Board of Public Works and Common Council or either, is authorized by law so to do, direct and order that said second party, its successors and assigns shall construct a viaduct or tunnel under, or over the crossing of Lafayette street with the right of way of the Pittsburgh, Fort Wayne and Chicago Railway Company and the Wabash Railway Company, or if said second party its successors and assigns is required to elevate its road and will take through its city of Port Wayne, then in that event, said second party, its successors and assigns, shall remove or cause to be removed the said tracks herein authorized to be laid from off Lafayette street, if the same is necessary to make such public improvement, and in case of refusal or neglect to remove such tracks, the Board of Public Works is authorized to remove the same at the cost of said second party.

Fifth: That said company, its successors and assigns shall not at any time haul to exceed six (6) cars over and along any part of the track or tracks herein authorized to be laid out and shall not load or unload any cars upon any of said tracks, either upon Lafayette, Murray or Toledo streets, and shall not allow cars, loaded or unloaded to stand upon said streets.

That he said party of the second part, its successors and assigns, shall, at the time of constructing its said track upon Toledo street, construct and maintain a main line 10 feet clear six (6) substantial crossings for said cars' to Toledo street to the right of way of the Wabash Railway Company, said crossings to be located and constructed under the supervision of the Board of Public Works.

It is further agreed that if at any time the Board of Public Works orders Toledo street paved, said second party, its successors and assigns, shall pave between the rails and two feet on the outside of such rail with the same material as the balance of said street, and thereafter, shall keep such portion of the street in repair, such portion of the said street is to be paved in accordance with plans and specifications furnished by Board of Public Works.

which shall provide that the ties upon which the rails rest shall be laid upon not less than six (6) inches concrete.

It is further agreed by and between the parties to this contract that if said party of the second part, its successors and assigns fails to comply with any of the provisions of sub-divisions three and four (3 & 4) of this contract, said second party, its successors and assigns shall forfeit all the rights and privileges by this contract granted.

The rights, privileges and franchises heretofore and hereinafter granted shall be vested in the Pennsylvania Company, its successors and assigns, for a period of fifty (50) years from the approval of the ordinance by the mayor.

It is agreed by and between the parties hereto, that the tracks herein authorized and shall be located by the Board of Public Works, and that the ties upon which the rails rest, shall be laid upon not less than six inches of concrete, upon Niagara and Murray streets.

The said party of the second part further agrees and binds itself, its successors and assigns, to keep and hold said city free from injustice from all liability from any and all damages that may accrue to any person or persons or several persons by other persons in property growing out of the operation of the said tracks, or from the operation of the cars thereon, and in case suit shall be filed against said city in account thereof, said party of the second part upon notice to it by said city, will defend said city against said action and in event judgment be obtained against the city, the said party of the second part, its successors and assigns, shall pay such judgment with all costs and hold the city harmless, provided such judgment can be enforced in law.

It is further agreed and understood that if said party of the second part, its successors and assigns, do not receive the said stretchers herein designated for the purpose herein provided, within one year after the approval of this contract by the Common Council, in that case the said second party, its successors and assigns, shall forfeit all the rights and privileges herein granted. Provided, however, if said second party is precluded from taking possession of said stretchers within the time herein stipulated by reason of the judgment of some court, then in that event said Board of Public Works and Industries Council may grant a reasonable extension of time.

Witness my hand and seal this 13th day of April, 1903.
Pennsylvania Company, operating P. I. N. & C. R.
By J. B. McNeil Superintendent.

The city of Fort Wayne, Indiana

By Peter Eggemann
Wm Doehrmann

Attest:

August M. Schmidt.

H.C. Zollinger

Board of Public Works.

the city of Fort Wayne by and through its Board of Public Works
and the Pennsylvania Company herein concurred to the amendment
of the foregoing contract as recommended by the Common
Council at a regular meeting of September 8th, 1903.
Witness my hand and seal this 8th day of September, 1903.

Pennsylvania Company
operating P.L. & T.C. Ry.
By J.B. Mc Kinney
superintendent

Peter Eggemann.
Wm Doehrmann
H.C. Zollinger
Board of Public Works.

Section 1. Be it therefore ordained by the Common Council of the city of Fort Wayne,
Indiana that the contract and agreement heretofore made on the 15th day
of April, 1903 made and entered into, together with amendments thereto of
September 8th, 1903 between the Board of Public Works and the Pennsylvania
Company, as fully set out in preamble thereto, be and the same is
hereby in all things approved.

Section 2. This ordinance shall take effect and be in full force from
and after its passage and approval by the mayor.

Done at the council chamber in the city of Fort Wayne, Indiana, on the
8th day of September, 1903.

I hereby certify that the Common Council of the city of Fort Wayne,
Indiana, at a regular meeting held on the 8th day of September, 1903,
by a majority vote of all members elect did pass the ordinance
hereunto attached and known as General Ordinance No. 119.

August M. Schmidt, City Clerk

Presented to the Mayor for approval on the 17th day of September, 1903
August M. Schmidt
Date Sept 18.

Approved September 26th, 1903.

Henry C. Berghoff
Mayor.

General Ordinance No. 220.

Introduced by
Mr. Kistner.

An ordinance fixing the tax levy for city purposes for the year 1903, as amended September 29th, 1903.

Section 1. Be it ordained by the Common Council of the city of Port Wayne, that a levy of \$1.00 upon each \$100.00 of assessed valuation of all property within the corporation limits of the city of Port Wayne be made for the year 1903. That the above levy be apportioned as follows:

General Improvement and interest	86 cents.
Lincoln Fund	3 "
Anthony Wayne Monument Fund	0.14 "
Market House Fund	0.14 "
Firemen's Fund and	1 "
Municipal Electric Light Fund	7½ "
	Total - \$1.00

Also that there shall be collected from each male inhabitant liable by law a poll-tax of 2^c.

Section 2. That all taxes shall be collected by semi-annual installments.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Done at the council chamber in the city of Port Wayne, Indiana, on the 29th day of September, 1903.

I hereby certify that the Common Council of the City of Port Wayne, Indiana, at a regular meeting held on the 29th day of September, 1903, by a majority vote of all members elected, did pass the ordinance hereinabove attached and known as General Ordinance No. 220.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 3^d day of October 1903.

August M. Schmidt
City Clerk.

Approved October 3^d, 1903.

N.C. Berghoff, mayor.

General Ordinance No. 221.

An ordinance approving the grant granted by the Board of Public Works to the Wabash Railway Company to lay tracks over and across Fairfield Avenue, Walton Avenue, Main Street and Wabash Avenue.

Introduced by
B. A. Brown.

Section 1. It is enacted by the Common Council of the city of Fort Wayne, that the following grant granted by the Board of Public Works to the Wabash Railway Company to and the same is hereby approved: The city of Fort Wayne, & all through its Board of Public Works, does hereby, subject to the conditions hereinafter expressed, grant permission to the Wabash Railway Company, its successors and assigns, to lay and maintain three single tracks in addition to those already laid over and across Main Street, one single track over and across Walton Avenue, and one single track over and across Wabash Avenue for the period of twenty years, and as much longer as the Board of Public Works and the Company, herein may thereafter authorize after the expiration of said twenty years. The permission herein given is for the purpose of giving larger switching facilities in the eastern part of the City, and thereby lessening the necessity of switching over and across streets in the central part of the city, especially over Calhoun street; and a single track across Fairfield Avenue for the purpose of a team track connecting its properties on opposite sides of the Avenue. The grant herein made is upon the condition that if at any time a tunnel or roadway should be constructed over or under either of said streets herein named, or if said railroad track should be ordered diverted by any department of the city government having authority thereto in that event the said Wabash Railway Company, its successors and assigns, shall if necessary, upon order of the Board of Public Works, move said tracks from off said streets, or either of them as the order might direct, and if not so required, that the said Board of Public Works be given authority to move the same, cause the same to be moved at the expense of said Wabash Railway Company, its successors and assigns, that the said tracks over and across the respective streets shall be so constructed as to interfere with the use of said streets for public travel. That said Wabash Railway Company, its successors and assigns, will at all times during the maintenance of said tracks over and across said streets protect and care for the same in the city of Fort Wayne, from any and all liabilities growing out of the use of said streets in said Company, its successors and assigns, for the purpose herein set out.

That said Company before exercising any of the rights under this permit shall accept in writing the permission herein granted.

If said said company, its successors and assigns, violates any of

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to conditions or releases to coupley therewith, the said Board of Public Works is hereby authorized to recover either or all of said trucks from all said dealers and recover the cost of each mineral in an action of debt against said Company, its members and assigns; this permit is granted upon the further condition that the same shall not be effective until approved by an ordinance of the Common Council.

Witness our hands and seals this 12th day of October, 1903.

Peter Eggenauer

11th October 1903

Board of Public Works

Section 2. This ordinance to be in full force and effect on and after its passage and approval by the Mayor.

Done at the council chamber in the city of Fort Wayne, Indiana, on the 27th day of October, 1903.

I, Peter Eggenauer, certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 27th day of October, 1903, by a majority vote of all members elect, did pass the ordinance hereto attached and known as General Ordinance No. 221.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 7th day of November, 1903.

August M. Schmidt
City Clerk.

Approved November 7th, 1903.

Henry C. Berghoff
Mayor.

Introduced by
Jesus Broins
Howard Peltier

General Ordinance No. 223.

An Ordinance requiring the Lake Shore and Michigan Southern Railroad Company to erect and maintain safety gates at the crossing of its right of way with Fourth street within the corporate limits of the city of Fort Wayne.

Section 1. Be it enacted by the Common Council of the city of Fort Wayne, that the Lake Shore and Michigan Southern Railroad Company is hereby required to erect and maintain safety gates on each side of its track where the same cross Fourth street in the city of Fort Wayne.

Section 2. Reliable and competent men shall be employed to operate such gates when raised from 6 o'clock A.M. to 6 o'clock P.M.

Section 3. Said company failing to erect and maintain safety gates at the said crossing herein provided, shall be fined in the sum of ten dollars (\$10.00) on complaint of any citizen of said city, first before the judge of the County Court of the city of Fort Wayne, and every day the crossing is allowed to remain without safety gates shall be deemed a separate offence. It is hereby provided that sixty (60) days time shall be given to said Lake Shore and Michigan Southern Railroad Company to erect said gates herein provided for.

Section 4. This ordinance to be in full force and effect on and after its passage, approval by Mayor and legal publication.

Signed at the council chamber in the city of Fort Wayne, Indiana, on the 12th day of January, 1904.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 12th day of January, 1904, by a majority vote of all members elected did pass the ordinance hereinabove attached and known as General Ordinance No. 223.

August W. Lechner, city clerk.

Presented to the mayor for approval on the 22nd day of January, 1904.
August W. Lechner,
City Clerk.

Approved January 25th, 1904.
Henry O. Berghoff,
Secretary.

General Ordinance No. 223.

introduced in
the City Council
of Fort Wayne,
Indiana, on the 21st day of July, 1903, by and between the City of Fort Wayne, through its Board of Public Works, and the Fort Wayne Electric Light & Power Company, together with the amendments made thereto Jan., 28, 1904.

Whereas, on 21st of July, 1903, the Board of Public Works of the City of Fort Wayne, State of Indiana, on behalf of the city, entered into the following agreement and contract with amendments thereto of January 28th, 1904:

Now, therefore, be it enacted, and it is hereby enacted into this 21st day of July, 1903, by and between the City of Fort Wayne in the County of Allen, State of Indiana, by and through its Board of Public Works, and Common Council, party of the first part, and the Fort Wayne Electric Light and Power Company, a corporation duly organized under the laws of the state of Indiana, party of the second part, witness as follows:

Section 1. That the right, authority, privilege and franchise is hereby given, granted and vested in the party of the first part unto the Fort Wayne Electric Light & Power Company, its successors and assigns, to erect, maintain and operate an electric light and power plant, station and system of electrical distribution in the City of Fort Wayne, Allen County, Indiana, to make such alterations and improvements therein and to construct, erect, equip, maintain and operate such extensions thereto as may be necessary and desirable for the purposes aforesaid, and for the purpose of affording to said city and its inhabitants thereof, all the benefits of an efficient electrical service; and concurrent therewith and authority is by this ordinance and instrument given, vested and granted to said Fort Wayne Electric Light & Power Company, its successors and assigns to enter upon, use, occupy, and enjoy, and to erect poles and poles in, upon, and to strung wires over and under all necessary streets, alleys, bridges, sidewalks, and other public places except parks within said city, and any additions thereto; to construct, equip, maintain and operate said electric light plant, and power plant and system of electrical distribution and extensions thereof, and to place, erect, maintain and operate all other necessary fixtures and improvements for the successful maintenance and operation of said system of electric lighting and power for the public and private use of said city and citizens thereof.

The rights, privileges and franchises hereby and herein given and granted shall be vested in the said Fort Wayne Electric Light & Power Company, its successors and assigns until January 1st, 1935.

Section 2. The poles erected under the provisions of this ordinance contract shall be of sufficient height so that the wires strung thereon shall not be nearer the general grade of the street and alleys than twenty-five feet (25'), except on streets in the business district when said wires shall be not less than thirty (30) feet from the general grade. All poles shall be square or rectangular and fitted with the initials of said party of his second part, its successors and assigns. Horizontal insulation wires only shall be installed and all feed wires on the lower will be fully protected on the upper platform.

All poles shall be so set as not to obstruct public travel on said streets and alleys, nor to obstruct the flow of water in the gutters, and whenever any poles are in the way of any public improvement, said second party agrees upon twenty-four (24) hours notice, given by the proper city authorities, to at once relocate the same at its own expense. All poles and conduits shall be located under the supervision of the Board of Public Works and after the location of said poles, said second party agrees to remove all debris and promptly restore the streets, alleys, sidewalks and curbing, where disturbed to as good condition as the same were before disturbed. Provided, that before proceeding to the location of any pole or the construction of any conduit, the second party shall furnish and deliver to the Board of Public Works of said city a plan showing the exact location of each and every of said poles and of said conduits, together with a description of the proposed method of constructing such conduits which plan shall be deemed acceptable to said city unless within ten (10) days from the time same is filed, said Board shall indicate such changes as it deems advisable in the location of said poles and conduits. And said second party may proceed with the location and construction of so much work as is not objected to by said Board. In case of any such objection, said Board shall promptly indicate in writing such changes as it desires to be made in the location thereof and said second party shall conform to the re-location thereof as specified by said Board.

In case of any dispute between any citizen and said second party as to the location of any pole the Board of Public Works shall fix said location and a decision of said Board shall be final as to such location.

The City of Fort Wayne shall at all times have the right to string its telephone, police signal and fire alarm wires upon the poles of or in one ditch of the conduits of said second party, but shall also use such poles and ditches as not to interfere with the

mines) of the said second party.

It is further understood and agreed that whenever the said City of Fort Wayne, by its proper representation, shall determine to and shall by proper ordinance create an under-ground district within which houses, firms or corporations using over-head wires, street car wire excepted, shall be required to place said wires underground that said second party, its successors and assigns will place its wires underground within said district or territory within a reasonable time thereafter, and will not contest the validity of said ordinance.

Section 3. In consideration of the grants, rights, privileges and franchises herein contained and of the mutual conditions and agreement between the said Fort Wayne Electric Light and Power Company agree to and to said City of Fort Wayne for the lighting of streets, alleys, and public places within said city, for and during a period of one (1) year, from the date of the approval and ratification of this contract and ordinance by the Common Council of said City, three hundred and twenty-four (324) or more electric lamps, and to keep the same lighted according to the Philadelphia New-light schedule, and at all other times at night when the moon is obscured and the Mayor of said city or the Board of Public Works shall direct said lamps to be lighted; and the said City agrees to pay to the said second party, therefore at the rate of twenty dollars per annum, payable monthly, as herinafter provided, for each electric arc lamp furnished and operated by said second party for said first party, subject only to what hereafter provided, payments to be made as follows:

The second party agrees to furnish to said first party on or before the second day of each month, a statement of the amount of electric lights furnished during the preceding calendar month and the route to which the first party may be entitled as provided herein, which amount due shall be paid to said second party within three (3) days thereafter.

If any of the lamps do not burn during said time aforesaid said city is to have a pro rata credit on the amount due said second party at the end of the month, and it is agreed that the police of said city are to report monthly all lamps not burning (on their routes or bases) and the time said lamps are out and the proportionate credit aforesaid is to be given according to the report of said police which is to be taken as conclusive.

Said second party shall cause to be lighted as soon as possible, all lamps ^{over}not burning, and for failure to do so after notice from any officer of the city, it shall forfeit and pay as a penalty to said city a sum equal to the sum it would be entitled to,

each lamp) been burning.

Laid second party further agrees as soon as it can complete its new power station, if it deems to do so by said first party, to substitute for lamps now in use, fuel and arc lamps, each lamp ^{measuring} consuming at its terminals 480 watts at an average of six and one half (6 1/2) amperes and showing a difference in potential of circuit to serve by five volts, due to furnish any additional number of such fuel and arc lamps which shall be directed to be placed from time to time by said city or its proper officers.

Section 4. Laid party of the second part agrees to maintain the electric iron towers and all other towers now in use by the Jewell Electric Light & Power Company in said city for public lighting, with not less than the number of lamps now used on each of said towers, and that it will keep all of said lamps, including those on said towers clean and in good repair; and will furnish force of charge or expense to said city all necessary material such as glass, carbons and other supplies and appliances, and keep the same lighted according to the schedule and for the price per lamp as provided in Section Three of this contract.

Section 6. Laid party of the second part agrees to extend its lines to any part of the city upon order of the Common Council, provided, however, that said Council shall have no right to order said lines extended until a sufficient number of contracts for services along said extensions shall have been signed to warrant a net profit of not less than 10% per annum upon the amount cost of such extensions; said party of the second part further agrees to pay to the city of Fort Wayne as a further consideration of the grant herein made the sum of five Hundred dollars ^{per} per year on and after Jan. 1st 1905 and during the balance of the term of this contract.

Section 7. Said party of the second part further agrees to renew this contract for street lighting from year to year on the same terms and conditions as established in Sections 3 and 4, if so desired by said first party.

Section 8. This contract shall not be in force until the second party hereto shall have procured from the Jewell Electric Light and Power Company the cancellation of all contracts heretofore entered into between the City of Fort Wayne and the said Jewell Electric Light and Power Company, bearing the date of August 8th, 1898, and September 13th, 1898, respectively, the cancellation of said contracts shall be in writing and signed by the proper officers of said Jewell Electric Light and Power Company.

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it is further understood and agreed that this contract shall not be in force and effect until after its ratification and adoption by the Common Council of the City of Port Wayne.

Section 9. It is further agreed that said second party shall not be entitled to charge on yearly contracts with consumers more than 15 cents per 1,000 watts for current furnished. A cash discount of 33 1/3% shall be allowed customers who pay their bills on or before the 10th of the month next succeeding that during which the current was furnished; provided however if any consumer of electricity shall use in any one month less than 5000 watts, said second party may charge said consumer the sum of Fifty cents (\$.50) for said month and no more.

It is hereby agreed by and between said parties that no rental shall ever be charged or collected by said Company in addition to charges for electricity herein fixed or that may hereafter be fixed.

It is further agreed by and between the parties of this contract that the said first party shall have the right to revise the rates for electric current furnished for in this contract or that may hereafter be fixed by agreement or arbitration as hereinafter provided, at the expiration of 10, 20 and 30 years from the date of the signing of this contract, if in the opinion of the said first party the rates charged at the expiration of any said period of time are too high.

If the Council of said city should at any or all of said periods herein designated desire to revise the rates, and the parties who cannot agree as to the revised rate, then in that event the rates shall be fixed in a Committee of Arbitration to be appointed one month after, provided and the rates fixed by the said Committee or a majority thereof to be binding on both parties for a period of ten years from the date of the period of the expiration of which such revision was made; provided however, that said rates fixed by said arbitrators, at any of said periods, shall not exceed in amount the price herein provided. Said Committee shall base its findings upon the average of the rates charged at that time in the cities of the United States of approximately the same size as Port Wayne. Said Committee shall make proper allowance for actual differences in cost of fuel in the cities selected for comparison.

The Mayor of said City shall appoint one member of said Committee of arbitration, the said party of the second part shall appoint one member, and the third shall be appointed by the two chosen above. If the two cannot agree on the third, the third to be

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appointed by the then acting Judge of the Circuit Court of Allen County, Indiana. All members, however, shall be disinterested and reputable mechanical and electrical engineers; the third member to be a non-resident of the State of Indiana, and not at the time of his selection in the employ of either of the parties to this contract and franchise. The said Committee of Arbitration is selected and acts as above, the charges of such committee for services shall be borne equally by the party of the second party and by said first party.

Section 10. In further consideration of the grants and privileges herein contained, the party of the second part agrees, whenever the party of the first part shall decide to erect and operate its own plant for street lighting, to sell at a fair cash value to said first party, all machines, lamps, poles, wires and other appliances belonging to said second party and used exclusively for street lighting which said first party may wish to purchase. Said second party also agrees to lease to said first party space on their lots, or in their ducts that said first party may desire, for the purpose of strung wires for public lighting. In case said parties cannot agree as to the fair cash value for purchase or lease as aforesaid, of such property, the same shall be determined by a committee of three arbitrators, one of whom shall be chosen by the mayor of said city, one by the owner of the plant and the third by the two chosen above, said third member, of each committee to be a disinterested and reputable mechanical and electrical engineer, not residing in the State of Indiana, and not at the time of his selection, in the employment of either of the parties to said contract, and the finding of the majority of such committee as to such value shall be binding on both the said city and the said owner, and the said city shall be bound to pay and the said owner, shall be bound to receive the said amount as the purchase price of said property, provided, that nothing herein contained shall be construed so that the said city shall be compelled to purchase said tangible property, or any part thereof, unless by its officers it shall be found to have the cash on hand, as aforesaid, appropriated as herein above provided, and the Common Council of said city shall at the proper time, have made the necessary appropriation for such purpose.

Section 11. The party of the second part further agrees to obligate itself, its successors and assigns, to comply with all the conditions and provisions of this contract, and that it will indemnify and exonerate said city of Portage from all costs, expenses

and damages) incurred by it and from all judgments and decrees rendered against it by reason of or growing out of or resulting from the execution of this contract, or any other matter or thing connected therewith, or from any act of said Company, its successors and assigns, its servants or agents, in carrying out the stipulations of this contract or any failure to comply with the provisions thereof, and to that end said Company, its successors and assigns, agree to execute to said City a bond in the usual sum of \$100,000.00 and sufficient security, and file the same with the City Clerk, conditioned that said Company, its successors and assigns, will so take and care for and defend said City and comply with all the conditions and provisions of this contract.

And said second party further agrees to renew such bond, from time to time, as may be required by the Board of Public Works, or to file a new bond at any time the Board of Public Works may deem the old bond insufficient to properly protect the interests of said City.

Section 13. To the end that at the expiration of said period for which said grant is made, there may be no doubt existing as to the respective rights of the parties hereto, it is agreed:

(a) If, at any time, not less than three (3) months nor more than six (6) months before the expiration of said term, a new franchise and right to occupy the streets, alleys, avenues and public places of said city, and to supply Electricity shall not have been granted to said Company, its successors, and assigns by the proper officers of said City, then, the said City shall have the option to purchase the purchased and owner of all the tangible property of said Company, by the payment to the person, Company or corporation owning the same the sum, each time of such tangible property as constituting an operating plant and system, and to said City through its proper officers, must the said person, company or corporation be willing to agree as to the fair cash value, aforesaid of such property, the same shall be determined by a committee of three members, one of whom shall be chosen by the Mayor of said City, one by the owner of the plant, and the third by the two chosen above, said third member of said committee to be a disinterested and respectable electrical and mechanical engineer, not residing in the state of Indiana, and not, at the time of his selection, in the employment of either of the parties to said contract, and the finding of the majority of such committee as to such value shall be binding on both the said City and the said owner, and the said City shall be bound to pay and the said owner shall

is bound to receive the said amount as the purchase price of said property; provided, that nothing herein contained shall be so construed as that the said city shall be compelled to purchase said tangible property, or any part thereof, unless, by its officers, it shall elect to have the cash value thereof, as aforesaid, appraised as soon as convenient, and the committee composed of said city shall, at the proper time, have made the necessary appropriation for such purposes.

If the said committee of arbitration is selected and act as above the charges of such committee for services shall be borne equally by the owner and the said city.

(b). If, within thirty (3) months prior to the expiration of this franchise, this contract and the franchise hereby granted shall not have been renewed by a new contract, ratified by ordinance, and if said city shall not have exercised its optional right to purchase the tangible property of the owner thereof, the said city shall have the right through its proper officers to enter into a contract with any other franchisee to, under, fee, or, company or corporation to operate said property upon such terms as may be fixed by such contract for a period commencing on the date of the expiration of the franchise herein granted and such person, company or corporation to whom such new franchise may be granted may become the owner of the said tangible property and have the right to operate the same upon the payment to the Company, party of the second part, or to whomsoever may then be the owner of such property, the fair cash value thereof as an operating plant and system, and if said person, company or corporation to which such new franchise is granted and the person, company or corporation owning such property shall be unable to agree as to the fair cash value of said property, as aforesaid, then, the same shall be determined by a committee of three (3) arbitrators, to be chosen, one by each of said parties and the third by the two so chosen by the parties, said third member to be a disinterested and reputable Expert mechanical and electrical Engineer, not residing in the state of Indiana, and not, at the time of his selection, in the employment of either of said parties, and the decision of such committee or a majority thereof, shall be final and binding on all parties. The expense of such committee including their compensation shall be equally borne, one-half by each of said two companies or corporations.

(c). If on the expiration of this franchise, the city of Fort Wayne shall not have become the owner of said plant and system, and if the tangible property constituting said plant and system shall not have been sold and removed to any other person,

company or corporation having a franchise and the right by contract with the city, to operate the same, and if this franchise shall not have been renewed or extended as herein provided, then it is agreed that through its proper officers, proceed to offer by public advertisement a new franchise for the operation of said plant and system for a term of years, which franchise shall be awarded to the bidder, who being solvent and responsible offers the most favorable terms for the city, and its citizens and who will bind himself, themselves or itself, as the case may be, to take the tangible property constituting said plant and system and pay to the person, company or corporation then owning the same the fair cash value thereof as an operating plant and if the parties can not agree as to the fair cash value of said property as aforesaid then the same shall be determined by a committee of three (3) arbitrators, to be chosen, one by each of the parties; and the third by the two so chosen by the parties, said third member to be a disinterested and reputable mechanical and electrical engineer residing in the state of Indiana, and not at the time of his appointment in the employment of either of said parties and the decision of such Committee, or a majority thereof, shall be final and binding on the said parties. The expense of such Committee including compensation, shall be equally borne on half by each of said two companies or corporations. If, at the termination of this franchise, the same shall not have been extended, or the said property disposed of as provided for herein, it is expressly understood and agreed that said company, party of the second part shall not have the right to tear up any part or wholly occupy by it for the purpose of taking up any of the underground property, belonging to the said party.

Section 13. It is further understood and agreed by and between the parties to this contract that said party of the first part reserves the right to at any time, engage in the manufacture and distribution of electricity on its own account for public and commercial purposes, but nothing herein contained is to be construed as a limitation upon the rights of the said first party, to engage in such business.

Section 14. It is agreed by and between the parties to this contract, that all rights, privileges, conditions, limitations and obligations of said second party shall inure to and be binding upon its successors and assigns.

Section 15. To each of the terms, conditions, stipulations and

requirements hereof, the parties hereto have caused their corporate names and seals to be set by their duly authorized officers, the day and year above written.

In witness whereof, we have hereunto set our hands and seals, this 21st day of July, 1903, in duplicate.

Board of Public Works } Wm Doehrmann
K.C. Gollinger.

Fort Wayne Electric Light & Power Company
By J.W. White V.P.

The City of Fort Wayne by and through its Board of Public Works, and the Fort Wayne Electric Light & Power Company hereby consent to the amendment(s) of the foregoing contract as recommended by the Common Council at its regular meeting of Jan. 26, 1904, and have incorporated the same in said original contract and made the same a part thereto.

Witness our hands and seals this 28th day of Jan., 1904.

I, the citizen of Fort Wayne
By Wm Doehrmann
K.C. Gollinger
Board of Public Works.

Attest.

W.H. Kennedy
W.M.

Fort Wayne Electric Light & Power Co.
By J.W. White V.P.

Attest.

O.J. Guild Secretary,

Section 1:—Be it therefore ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract and agreement heretofore, to wit: on the 21st day of July, 1903, made and entered into by and between the City of Fort Wayne through its Board of Public Works and the Fort Wayne Electric Light and Power Company and the amendments thereto of Jan. 28, 1904, as fully set out in preamble hereto, be and the same are hereby in all things approved.

Section 2:—This ordinance shall take effect and be in full force and effect from and after its passage and approval by the Mayor.

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Decr. at the Council Chamber in the city of Fort Wayne, Indiana
on the 13th day of January, 1904.

I hereby certify that the Common Council of the city of
Fort Wayne, Indiana, at an adjourned meeting held on the
28th day of January, 1904, by a majority vote of all members
present did pass the ordinance hereto attached and known
as General Ordinance No. 223.

August H. Schmidt
City Clerk.

Presented to the Mayor for approval on the 8th day of
January, 1904.

August H. Schmidt
City Clerk.

Approved January 11th, 1904.

Henry C. Proffess
Mayor.

General Ordinance No. 224.

The ordinance approving the consent of the Board of Public Works, -
dated by to the Port Wayne Traction Company for the extension of one year to
John H. Griffy company its street railway on Dawson street, Williams street and
Hoagland avenue:

Whereas, on the 2nd day of September, 1902, the city of Port Wayne, by
and through its Board of Public Works, entered into a contract with the Port
Wayne Traction Company wherein certain rights and privileges were granted
said Port Wayne Traction Company for street railway purposes over certain
streets within the city, including Dawson, Williams and Hoagland
and Williams streets and Hoagland Avenue, and

Whereas, by section four (4) of said contract, the said Port Wayne Traction
Company was to lay said railway, authorized to be constructed and
maintained upon said streets, completed within eighteen (18) months
after the approval of the said contract, the same being the 2nd day of
March, 1904, unless unavoidable prevented by conditions and
circumstances over which it had no control, and
Whereas, the said Port Wayne Traction Company filed with the
Board a petition asking for an extension of one year to complete
said railway on Dawson and Williams streets and Hoagland
avenue, assigning reasons therefor, and the Board considering
said petition and being satisfied with the reasons therein
assigned, do hereby grant an extension of one year to said
Port Wayne Traction Company, in which to complete its said railway
on Dawson and Williams streets and Hoagland Avenue.

Peter Eppenauer.

1st Lt. Councillor.

H.T. Hollinger.

Section 1. Be it ordained by the Common Council of the city of
Port Wayne that the consent of the Board of Public Works to the Port
Wayne Traction Company for the extension of one year to the
completion of its street railway on Dawson street, Williams street
and Hoagland avenue be and the same is hereby approved.

Section 2. This ordinance shall be in full force and effect from and
after its passage and approval of the mayor.

Signed at the council chamber in the city of Port Wayne, Indiana, on
the first day of March, 1904.

I hereby certify that the Common Council of the city of Port Wayne, Indiana,
at a meeting held on the first day of March, 1904 by a majority vote of
all members elect did pass the ordinance hereinabove attached and
known as General Ordinance No. 224. August W. Schuyler,
City Clerk.

Presented to the Mayor for approval on the 5th day of
March, 1904.

Frank H. Schmid
City, Clerk.

Approved March 5th, 1904.

Henry B. Shrylock
Alb., C. C.

City of Pittsburgh, Pa., 1904.

WHEREAS,

The ordinance requiring the Pittsburgh, Fort Wayne and Chicago Railway and Railroad Company, and the Pennsylvania Company to construct the same, and maintain a tunnel or subway and viaduct for its Walton Avenue crossing.

Whereas, Walton Avenue by reason of its location is now one of the principal North and South thoroughfares of the city of Fort Wayne and extends through a densely settled portion of the city, and is extensively travelled, and

Whereas, At the crossing of the said Walton Avenue with the right of way of the Pittsburgh, Fort Wayne and Chicago Railway Company, whose leased and operated by the Pennsylvania Company, the grade of said right of way has always been at least four feet or more higher than the natural surface of the avenue and to get upon, over and across the right of way of said railroad an abrupt and dangerous fall and embankment in the avenue at said railway crossing thereof has been made by said companies, and

Whereas, The existence of said crossing of said railroad and the abrupt and steep approach of said Grade caused by said fall and embankment at said railway crossing of said Avenue makes the same dangerous for public use and travel. Therefore:

Section 1. Be it resolved by the Common Council of the City of Fort Wayne, that the said Pittsburgh, Fort Wayne and Chicago Railway Company and the Pennsylvania Company, leasee thereof, be, and they are hereby ordered to construct and maintain a viaduct for the tracks thereof and a tunnel subway and the necessary approaches thereto, the same, at the intersection of Walton Avenue with their crossing thereof in substantial accordance with the following detailed plans and specifications and maps approved

by the Board of Public Works of the city of Port Huron.

Specification for roadway and sub-way at the crossing of Walton Avenue by the Pittsburg, Fort Wayne and Chicago Railway Company's track, Subway and Approaches!

The roadway approaches and subway to be constructed 30' wide overlay on either side of centre line of Walton Avenue for a distance of 850' from a point on said centre line 250' south of the north line of Union Street at its northern terminus to a point on said centre line 850' south thereof as its southern terminus, on the following grade for roadway surface, viz: From said northern terminus line 250' on a descending grade of 0.75%; thence south 125' on a descending grade of 0.4% to the lowest cross line; thence 125' south on an ascending grade of 1.5% to the southern terminus.

The sidewalk approaches and subway to be constructed each 5' wide adjacent to the roadway on either side occupying the remaining width of said avenue, each side of said roadway in the following grade: For the surface of each sidewalk, viz: From the crosslines of said avenue at said northern terminus of the roadway approach 250' on an ascending grade of 0.4% thence south 250' on level grade, thence south 125' on an ascending grade of 0.7% to southern terminus of sidewalk approach.

Drainage.

No catch basins, one on either side of said roadway at its lowest cross line to be constructed and the water carried into sewer via sewer at the intersection of Main street and firet alley west of Walton Avenue, via: Mallow Avenue and firet alley north of said railway running west.

Sidewalk Retaining Wall.

Two small retaining walls to support sidewalk embankment to be constructed 30" apart, one at outer edge of each side of roadway, of the following dimensions, viz: For 125' north and south of the lowest cross line of the roadway grade, 4' 9" in height; 1' wide at top and 2' 6" wide at bottom, on a foundation 1" deep by 2' 10" wide; thence on both sides of the roadway north and south diminishing in height with the convergence of the roadway and sidewalk grade lines and proportionately as thicknesses to north and south crosslines of the roadway where the grade lines of sidewalk and roadway are only 6" apart; thence ordinary and usual curbing to north and south termini of said sidewalk.

Superstructure and Substructure for Viaduct to
carry Railroad Tracks.
Substructure.

1. Masonry.

Material may be cut stone or concrete for support of the superstructure of railway embankment. No retaining walls to be constructed not less than forty (40) feet apart at sidewalk level, 40' 6" apart and 16' wide, sloping! Front face of each wall battened $\frac{1}{4}$ of an inch to the foot, each 8' wide at base and 3' 6" wide near coping. Foundations for retaining walls each 9' wide by not less than 5' 6" in depth; coping 3' 9" wide by 1' 6" deep. Each retaining wall to be not less than 12' 6" in height under center width of superstructure, i.e., from upper surface of its foundation; but from the north and south sides of the superstructure, the extensions of the retaining walls may be sloped down ward at the top at a $1\frac{1}{2}$ to 1 slope to within 3' of the foundation if extended in a straight line. If such extensions are for any reason turned back at any angle from the face of the main part thereof, they must be of such height as to retain and support the railroad embankment. The upper surface of the foundation for retaining walls to be 6" lower than the lowest roadway or railroad grade.

Along the center of the 30' roadway of the sub-way underneath the superstructure shall be placed six pedestals or foundations not to exceed 23' 4" apart, from their centers, for support of the iron pillars used in connection with and as support for the superstructure, between the retaining walls.

The upper surface of such pedestals shall not be more than 15" above the roadway grade and above the grade of the roadway they shall be square or round and not exceed 1' 10" in diameter.

superstructure.

Superstructure for viaduct to carry the tracks of said Railway shall consist of one span of solid floor steel bridge 44' in length, supported at the ends by the retaining walls and in the middle by one steel bar girder running transversely under the span for its entire width 3' deep over the center line of the roadway carried by iron pillars mounted on pedestals above mentioned, not more than 23' 4" apart between their centers, for the entire width of the superstructure.

Find & set location of substructure and superstructure for carrying Railroad Tracks.

The approaches and roadway above specified permit a superstructure carrying railroad tracks on their present level with

it required 13' net clearance between roadway and superstructure for a distance north and south on Walton Avenue of 250', i.e., 125' each way from the lowest crossline of the roadway grade.

The annexed plans show sub and superstructure for railroad of sufficient width to carry the present railroad tracks of said corporation crossing at Walton Avenue, but the width of the same may be made as much less or greater than above, and its location north or south over said grade, may be such as said corporations may deem best adapted to the needs of their business; provided however, the superstructure shall be entirely over such part of the specified goods of such Avenue within the north and south limits of said approaches, as shall leave not less than the required 13' clearance between roadway and superstructure, and further, that both superstructure and its supporting substructure conform in character to such plans and specification.

In other words the width may be decreased by cutting out to parallel perpendicular to said a section of the superstructure across the Avenue with its supporting substructure or increased by extending the superstructure and its supporting substructure, and the railroad with its supporting walls and wing, may be placed at the present location of the corporation's track or north or south therefrom within the 250' of said Avenue of the "avenue" which is located the aforesaid catch basin.

: should the corporations desire, the wing walls may be built at any angle to the abutments so long as sufficient to retain the substructure behind them.

Section 2: - The improvements herein authorized to be made, shall be commenced by the said companies or either of them doing the work, within three months after the passing of this ordinance and completed within eight months after said work has been commenced.

That the city clerk is hereby authorized and instructed to send a copy of this ordinance together with a copy of the resolution fixing the grade of Walton Avenue between the north and south termini of the approaches to said subway, and a warrant issued by the Board of Public Works to said companies upon the Superintendent of the Pennsylvania Company and also a copy upon the President or Local Director of the Pittsburgh, Fort Wayne and Chicago Railway Company.

Section 3: - This ordinance to be in full force and effect on and after its passage and approval by the Mayor.

Said at the regular chamber of the city of Port Wayne, Indiana,
on the 14th day of June, 1904.

I hereby certify that the Common Council of the city of Port
Wayne, Indiana, in a meeting held on the 14th day of May, 1904,
by a majority vote of all members elected did pass the ordinance
hereunto attached and known as General Ordinance No. 225.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 27th day of June,
1904.

August M. Schmidt
City Clerk.

Approved June 27th, 1904.

H.C. Wierzboski
Mayor.

General Ordinance No. 226.

Approved by A. J. Bates, an ordinance approving an agreement between the city of Port Wayne, through its Board of Public Works, and the C. P. & L. Company company.

Whereas on June 10th, 1904, the Board of Public Works of the city of Port Wayne, State of Indiana, on behalf of the city, entered into the following agreement and contract:

This agreement entered into this 10th day of June 1904, by and between the city of Port Wayne, Indiana, hereinfirst called the city, and through its Board of Public Works, party of the first part, and C. P. & L. Company, a corporation duly organized under the laws of the state of Indiana, party of the second part, witnesseth:

That whereas by contract entered into between the parties hereto on the 17th day of June, 1902, the party of the second part was granted the right and permission to construct an electric railway over certain streets under certain limitations and conditions set forth in said contract which contract was duly approved by the Common Council of the city of Port Wayne by ordinance known as General Ordinance Number 196, which was passed by the said Common Council on the 20th day of June, 1902,

and which ordinance was approved by the Mayor and is set forth in the journal of the proceedings of the Council, printed pages 148 to 154 inclusive; and

Whereas, by the terms of said ordinance and contract, it was stipulated and provided in section 11 of said contract that the party of the second part should build and have in operation an interurban railway from the city of Fort Wayne, Indiana, to the town of New Haven, Allen County, Indiana, on or before the first day of May, 1903, and if the party of the second part shall not have constructed and in operation such railway from the terminus thereof in the city of Fort Wayne to said town of New Haven, on or before the first day of May, 1903, all the rights under said contract and franchise should forfeit and terminate, unless the party of the second part was delayed on account of acts of Providence, litigation, unavoidable delay, in which event the Board of Public Works of said city may grant a reasonable extension of time provided that the same is approved by the Council Council".

Whereas, on the 1st day of August, 1902, Oliver F. Evans and others brought an action in the Allen Superior Court for a perpetual injunction against the party of the second part and its successors and assigns from taking possession of East Berry street under said franchise and constructing its railway thereon, until such action is now pending in the Adams Circuit Court at Logansport, Indiana, and has not been determined; and

Whereas the party of the second part now incents that on account of said litigation it has been deterred and prevented from taking possession of the said streets set forth in said contract and franchise, and from constructing its railway from the terminus in the city of Fort Wayne to said Town of New Haven, and that its said rights under said franchise and contract have not forfeited or terminated; and

Whereas the party of the second part now incents that on account of said litigation it has been deterred and prevented from taking possession of the said streets set forth in said contract and franchise, and from constructing its railway from the terminus in the city of Fort Wayne to said Town of New Haven, and that its said rights under said franchise and contract have not forfeited or terminated; and

Whereas, in accordance with the terms of said contract and franchise set forth in section 20 thereof, the party of the second part deposited with the Board of Public Works a certified check for the sum of \$5000.00, which under the provisions of said contract and franchise was to be forfeited to the city of Fort Wayne as stipulated damages under the said franchise;

initials at forth in said contract.

Wherefore it is agreed by the party of the second part that in consideration of the surrender by it of said certified check of \$5000.00 now held by the Board of Public Works of the city of Fort Wayne, and the relinquishment on the part of the party of the first part of my claim or demand it shall have for damages on account of the failure of the party of the second part to construct said railway in accordance with said contract and franchise bearing date June 17th, 1902, the party of the second part agrees and hereby relinquishes and surrenders all rights it may now have under the said contract and franchise, and

Wherefore it is agreed that the party of the first part shall surrender to the party of the second part said certified check for \$5000.00 and relinquish my claim whatsoever for any damages on account of the failure of the party of the second part to construct its said railway, and the party of the second part does hereby relinquish and surrender unto the party of the first part all rights and privileges granted to it under and by virtue of said contract and franchise, and it is agreed by both of the parties hereto that said contract and franchise bearing date June 17th, 1902, approved by ordinance of the Common Council on June 20th, 1902, is null and void, and henceforth of no effect.

Witness our hands and seals this 15th day of June 1904.

City of Fort Wayne,

By Peter Eggerman,

Wm. Borromann,

Board of Public Works.

The L.P.B. Engineering Company

By L.B. F. Manning

President, party of the second part

Section 1: Be it ordained by the Common Council of the city of Fort Wayne, Indiana, that the contract and agreement for labor, tools, or the 3rd of June, 1904, made and entered into by the city of Fort Wayne, through its Board of Public Works of the City and the L.P.B. Engineering Company, as fully set out in preamble hereto be and the same is hereby in all things confirmed and approved.

Section 2: This ordinance shall take effect and be in full force from and after its passage and approval by Mayor.

Done at the council chamber in the city of Fort Wayne, Indiana, on the 28th day of June, 1904.

S. Kirby certify that the Common Council of the city of Fort Wayne,
Indiana, at a meeting held on the 28th day of June 1904, by a majority
vote of all members elect did pass the ordinance hereinabove attached
and known as General Ordinance No. 226.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 2nd day of July, 1904

August M. Schmidt
City Clerk.

Approved July 2nd, 1904

Henry O. Berghoff
Judge.

General Ordinance No. 227.

Introduced by Mr. John N. Gould proposing a contract entered into by and
John N. Gould between the city of Fort Wayne, through its Board of Public
Works, Mayor, AT&T, and the New York, Chicago and St. Louis Railroad Co.

Resolved on June 14th 1904 the Board of Public Works of the
city of Fort Wayne, State of Indiana, on behalf of the city,
entered into the following agreement and contract:
This agreement made and entered into this 14th day of June
1904, by and between the city of Fort Wayne, through its Board
of Public Works, party of the first part, and the New York Chicago
and St. Louis Railroad Company, party of the second part,
witnesseth: That party of the first part hereby grants to
party of the second part, its successors and assigns, subject
to the laws and ordinances now in force, or hereafter enacted
and enforced, and permission to lay a single track of railroad
over and across Erie street connecting the main track of the
New York, Chicago and St. Louis Railroad Company with the
ground owned by National Handel Company. The permission
and authority hereby given are upon the following conditions:
That the track herein authorized to be laid shall be so placed
that it will not interfere with the public use of said street.
That if the said street is ever graded or otherwise improved,
that the said party of the second part shall make the grade of
the said track conform with the grade established by the
Board of Public Works.

That if said street is improved, paid that said second party shall pay for so much of the pavement as lies between its tracks and the space of two (2) feet on either side thereof. That the grade of said tracks shall be at all times so maintained so as not to interfere with said street; that said tracks shall be used for no other purpose than for that of switching cars into the grounds of the said National Guard Company, its successors and assigns, and in doing so to raise said train standing in any part of said Erie Canal. That the permission herein granted to the said party of the second part shall continue for the period of twelve (12) years from the approval of said contract by the Common Council.

Witness our Lands and seals this 14th day of June, 1904.

John G. Hamm

John C. Hamm

H.C. Hollinger

Board of Public Works for the city of Fort Wayne, Ind.

New York, Chicago and St Louis Railroad Company
By Olds & Donahue, its attorneys.
Section 1:- Be it ordained by the Common Council of the City of Fort Wayne, that the contract and agreement heretofore, to wit: on the 14th day of June, 1904 made and entered into by the city of Fort Wayne, through its Board of Public Works and the New York, Chicago and St Louis Railroad Company, to build, etc. a rail road known as the Fort Wayne and Indiana Railroad, be and is in all things hereby approved.

Section 2:- This ordinance to be in full force and effect on and after its passage, approval by mayor, and legal publication.

Done in the council chamber of the city of Fort Wayne, Indiana, on the 28th day of June, 1904.

I hereby certify, that the common council of the city of Fort Wayne, Indiana, at a meeting held on the 28th day of June, 1904, by a majority of all members elect, did pass the ordinance herein attached and known as General Ordinance No. 227.

August M. Schmidt, City Clerk.

Presented to the mayor for approval on the 2nd day of July, 1904.

August M. Schmidt, City Clerk.

Approved July 2nd, 1904.

Henry C. Berghoff, Mayor.

General Ordinance No. 228.

Introduced by
H.H. Nibke
A.M. Schmid

An ordinance requiring each and every person, company and corporation, or the employees thereof, operating electric cars over and along any unimproved street within the corporate limits of the City of Fort Wayne, to sprinkle his, its or their track with water during the hours of use, so as to effectually lay the dust, and providing a penalty for violation thereof.

Section 1: Be it enacted by the Common Council of the City of Fort Wayne, that each and every person, company or corporation, or any employee thereof, operating electric cars over and along any unimproved streets within the corporate limits of the city of Fort Wayne, shall sprinkle their tracks with water during the hours of use so as to effectually lay the dust.

Section 2: Any person, company, or corporation, or employee thereof, so violating the provisions of this ordinance, shall be fined in any sum not exceeding Twenty Five Dollars (\$25.00). Every day any person, company, or corporation, or employee thereof operates his, its or their cars over any such street without complying with the terms of this ordinance shall constitute a separate offense.

Section 3: This ordinance to be in full force and effect from and after its passage, approval by the Mayor and legal publication.

Done at the council chamber in the city of Fort Wayne, Indiana, on the 28th day of June, 1904.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a meeting held on the 28th day of June, 1904, by a majority vote of all members absent did adopt this ordinance hereto attached and known as General Ordinance No. 228.

August M. Schmidt
City Clerk.

Submitted to the Mayor for approval on the 2nd day of July, 1904.

August M. Schmidt
City Clerk.

Approved July 2nd, 1904.
Henry C. Berghoff
Mayor.

88
detached in
existing types.

General Ordinance No. 229

An ordinance extending the city limits and annexing certain territory to the city of Fort Wayne and making the same a part of the South Ward.

Section 1: Be it enacted by the Common Council of the city of Fort Wayne that the territorial limits of the southeastern part of the city be and are hereby fixed and extended as follows: Commencing at a point on the eastern limits of the city of Fort Wayne at the intersection of the middle line of Meekin Street, which is not the middle line of Meekin street produced east to the middle line of Walton Avenue, thence north along the middle line of Walton Avenue to the middle line of Pontiac Street, thence west on the middle line of Pontiac street to the middle line of Lincoln Street; thence along the east line of Lincoln street to the point of beginning. It is further enacted that the property included within the line herein indicated shall hereafter be within the corporate limits of the city of Fort Wayne subject to taxation for city purposes and the same be a part of the South Ward.

Section 2: This ordinance shall be in full force and effect from and after its passage, approval by the mayor and legal publication.

Done at the council chamber in the city of Fort Wayne, Indiana on the 9th day of August, 1904.

I, the undersigned, certify that the Common Council of the city of Fort Wayne, Indiana, at a meeting held on the 9th day of August, 1904, by a majority vote of all members present did pass the ordinance hereinabove attached and known as General Ordinance No. 229.

August M. Schmidt
City Clerk.

Presented to the mayor for approval on the 23d day of August, 1904.

August M. Schmidt
City Clerk.

General Ordinance No. 230.

Introduced by
Jos A. Broseley
An ordinance changing the name of Ferguson street to that of J.
Hector's Avenue.

Section 1: Be it ordained by the Common Council of the city of
Port Wayne, Indiana, that the name of Ferguson street running
from Fox avenue to Broadway shall hereafter be called and
known as Hector's Avenue.

Section 2: This ordinance shall be in full force and effect
from and after its passage and approval by the mayor.

Done at the council chamber in the city of Port Wayne, Indiana,
on the 9th day of August, 1904.

I hereby certify that the Common Council of the city of Port
Wayne, Indiana, at a meeting held on the 19th day of August
1904, by a majority vote of all members elect did pass the
ordinance hereinabove attached and known as General Ordinance
No. 230.

August M. Schmidt
by Clerk.

Presented to the mayor for approval on the 23^d day of
August, 1904.

Council M. Schmidt
Aug 23d.

City of Fort Wayne No. 2nd.

an ordinance requiring dealers in coal to furnish their
customers or respective customers with a written statement of the weight
of each assignment of coal delivered, and upon demand
of customer, to receive re-assignment of coal to any dealer
or other, standard scales to be provided.

Section 1: Be it enacted by the Common Council of the city
of Fort Wayne that no person shall sell or deliver any coal
within the limits of the city of Fort Wayne, unless there shall
be assigned to the person in charge of the wagon or carriage
used in delivering such coal, a certificate written in ink duly
signed by the dealer selling the same, and showing the weight
of the wagon or carriage used in said delivery, the total weight
of coal and carriage, the date of weighing the same and the
name of the hauler.

Section 2: Persons in charge of the wagon or carriage used
in delivering coal, to whom the certificate mentioned in section
one has been issued, shall request or refuse upon demand
to exhibit such certificate to the weighmaster of the city or his
assistant, and person designated by him or the purchaser
of the coal delivered, and when laid off or the person
so designated, or such hauler shall demand that the weight
shown by said certificate be verified, it shall be the duty of
such person delivering such coal, to cause to have brought
to some public scale of the city, or to any private scale in
the city except the dealers scale, when the scales thereto shall
resort to such use and to present the weighing of the weight
shown and state, after the delivery of such coal, return forthwith
with its wagon or carriage used to the same scale and verify
the weight of such wagon or carriage. If said re-assignment
of coal falls short in weight on the statement given to said
purchaser, then in that event the said coal dealer shall pay the
cost of reweighing said coal. If its weight corresponds with
statement made by purchaser or exceeds it, then in that event
said purchaser shall pay to the dealer fifty cents for
reweighing said coal.

Any person, company or corporation dealing in coal, or agent or
employee of any person, company or corporation, or any customer
of any such person, company or corporation, refusing to comply
with the provisions of this ordinance shall be fined in any
sum not exceeding Twenty Five Dollars.

Be it further ordained that the said clerk be and is hereby instructed to mail a copy of this ordinance to each coal dealer doing business within the corporate limits of the city of Fort Wayne.

Section 3. This ordinance to be in full force and effect on and after its passage, approval by Mayor and legal publication.

Done at the Council Chamber in the city of Fort Wayne Indiana on the 10th day of August, 1904.

I hereby certify that the Common Council of the City of Fort Wayne, Indiana, at a meeting held on the 9th day of August, 1904, by a majority vote of all members present did pass the ordinance hereto attached and known as General Ordinance No. 231.

August M. Schmid
City Clerk.

Presented to the mayor for approval on the 23^d day of August, 1904.

August M. Schmid
City Clerk

Approved August 30th, 1904.

Henry P. Kenney
Mayor

General Ordinance No. 232

Introduced by Mr. Pearce An ordinance authorizing the employment of certain officers, clerks, assistants and employees, fixing the compensation, salaries and wages of such officers, clerks and employees of the city of Fort Wayne, Indiana, repealing conflicting ordinances and fixing the time when this ordinance shall take effect, with amendments made thereto Sept. 27th, 1904.

Section 1. Be it ordained by the common council of the city of Fort Wayne, Indiana, that the officers, clerks, assistants and employees of the city of Fort Wayne, Indiana, shall respectively receive the compensation, salaries and wages as hereinabove in this ordinance provided:

The employment of such officers, clerks and assistants as are hereinabove named are hereby authorized and the compensation and salaries of such officers, clerks and assistants are hereby fixed at the sums and amounts respectively named for each officer, clerk, etc. and assistant.

Section 2. Such compensation and salaries of such officers, clerks, assistants and employees shall be as follows:

The mayor of the city of Fort Wayne, Indiana, shall receive a salary at the rate of one thousand dollars per annum.

The city clerk of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

Each councilman of the city of Fort Wayne, Indiana, shall receive a salary of the sum of one hundred and fifty dollars per annum.

The city attorney of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

The comptroller of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

The deputy comptroller of the city of Fort Wayne, Indiana, shall receive a salary at the rate of eight hundred dollars per annum.

For the Department of Public Works.

The chairman of the Board of Public Works shall receive a salary at the rate of eleven hundred dollars per annum.

Two members of the Board of Public Works shall each receive a salary at the rate of one thousand dollars per annum.

The stenographer of the city of Fort Wayne shall receive a salary at the rate of forty-five dollars per month.

The city civil engineer of the city of Fort Wayne shall receive a salary at the rate of two thousand dollars per annum.

The assistant city civil engineer of the city of Fort Wayne,

Indiana, shall receive a salary at the rate of eighty five dollars per month.

The superintendent of streets of the city of Fort Wayne shall receive a salary at the rate of seventy five dollars per month.

The foreman of street repairs of the city of Fort Wayne shall receive a salary at the rate of sixty dollars per month.

The jailor at the city building shall receive a salary at the rate of fifty dollars per month.

The assistant jailor of the city building shall receive a salary at the rate of thirty five dollars per month.

The superintendent of parks of the city of Fort Wayne shall receive a salary at the rate of seventy five dollars per month.

For the Department of Public Safety.

The three members of the Board of Public Safety shall each receive a salary at the rate of four hundred dollars per annum.

The marketmaster of the city of Fort Wayne shall receive a salary at the rate of twenty five dollars per month.

The city upholsterer of the city of Fort Wayne shall receive a salary at the rate of twelve dollars per month.

The city weighmaster of the city of Fort Wayne shall receive a salary at the rate of sixty dollars per month.

Employees of the police department shall receive the following salaries.
The police judge shall receive a salary at the rate of one thousand dollars per annum.

The superintendent of police shall receive a salary at the rate of thirteen hundred and twenty dollars per annum.

The captain of police shall receive a salary at the rate of two hundred dollars per annum.

The lieutenant of police shall receive a salary at the rate of one thousand and twenty dollars per annum.

Two sergeants of police shall each receive a salary at the rate of nine hundred dollars per annum.

Two detectors of police shall each receive a salary at the rate of nine hundred dollars per annum.

Each patrolman shall receive a salary at the rate of sixty five dollars per month.

Two patrol drivers shall each receive a salary at the rate of sixty dollars per month.

Two station clerks shall each receive a salary at the rate of fifty dollars per month.

The electrician shall receive a salary at the rate of forty five dollars per month.

The lumen officer shall receive a salary at the rate of forty dollars per month.

Captains of the Fire Force shall receive the following salaries:
The chief of the fire force shall receive a salary at the rate of one hundred
and twenty-five dollars per month.

Each engineer of the fire force shall receive a salary at the rate
of eighty-five dollars per month.

Each captain of the fire force shall receive a salary at the rate
of seventy-five dollars per month.

The engineer shall receive a salary at the rate of fifty-five
dollars per month.

Each fireman of "Class A" shall receive a salary at the rate of
one hundred dollars per month.

Each fireman of "Class B" shall receive a salary at the rate
of sixty-five dollars per month.

Each fireman of "Class C" shall receive a salary at the rate of
fifty dollars per month.

One telephone attendant at the Central Fire Station shall
receive a salary at the rate of fifty-five dollars per month.

Section 3. Compensation of Health and Sanities.

The Commissioner of Public Health shall receive a salary at the
rate of sixteen hundred dollars per annum.

The two chief sanitary policemen shall each receive a
salary at the rate of sixty dollars per month.

The assistant physician acting as sanitary inspector shall
receive a salary at the rate of two hundred dollars per annum.

The special desk in health office shall receive a salary at the
rate of one hundred dollars per annum.

Section 4. The compensation, salaries and wages enumerated and
provided for in the foregoing sections of this ordinance shall be
paid out of the funds of the U.S. Treasury appropriated and to
be appropriated for such purposes.

Said salaries to be paid at the expiration of each month
during the time of service.

Section 4. All ordinances and parts of ordinances in conflict
therewith are hereby repealed.

Section 5. This ordinance to be in full force and effect on
and after its passage and approval by the mayor.

Done at the Council Chamber in the city of Fort Wayne, Indiana,
on the 27th day of September, 1904.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a meeting held on the 27th day of September, 1904, by a majority vote of all members present did pass the ordinance hereinunto attached and known as General Ordinance No. 232.

August M. Schmidt, City Clerk.

Presented to the mayor for approval on the 29th day of September, 1904.

August M. Schmidt, City Clerk.

Approved September 29th, 1904.

H.C. Bergman.

General Ordinance No. 233.

introduced by
Frank J. Baker
An ordinance fixing the tax levy for city purposes for the year, 1904,
as amended September 27th, 1904.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that a levy of one dollar upon each \$100.00 of assessed valuation of all property within the corporate limits of the City of Fort Wayne be made for the year 1904. That the above levy be divided as follows:

General purposes and interest

Cinking Fund	\$.86
Abelone Wayne Monument Fund	.05
Firemen's Pension Fund	.0014
Municipal Electric Light Fund	.01
Clarket House Fund	.0712
Total	<u>\$ 1.00</u>

Also that there shall be collected from each male inhabitant liable by law poll tax 15⁰⁰.

Section 2. That all taxes shall be collected by semi-annual installments.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the mayor.

Done at the council chambers in the city of Fort Wayne, Indiana, on the 27th day of September, 1904.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a meeting held on the 27th day of September, 1904, by a majority vote of all members present did pass the ordinance hereinunto attached and known as General Ordinance No. 233.

August M. Schmidt, City Clerk.

Presented to the mayor for approval on the 29th day of September, 1904.

August M. Schmidt, City Clerk.

Approved September 29th, 1904

Henry C. Berghoff
Mayor.

General Ordinance No: 234.

An ordinance confirming and approving a certain contract entered into the 22nd day of September, 1904, by the city of Pitts Wayne, through its Board of Public Works, and the Pennsylvania Company.

Whereas, on the 22nd day of September, 1904, the Board of Public Works of the City of Pitts Wayne, State of Indiana, on behalf of the city, entered into the following agreement and contract viz:

This agreement made and entered into this 22nd day of September, 1904, by and between the city of Pitts Wayne, Allen County, Indiana, herein after called the "city," and thence its Board of Public Works, party of the first part, and the Pennsylvania Company, hereinafter called the "company," party of the second part, witnesseth:

The party of the first part by and through its Board of Public Works, and by virtue of the power conferred upon it, and the said Board of Public Works, by the laws of the State of Indiana, do hereby, subject to the conditions herein expressed, authorize and empower the said party of the second part, its successors and assigns, from and after the approval and ratification of this contract by an ordinance of the Common Council of said city, to construct, use and maintain a single track steam railroad of standard width over and along Murray street in the city of Pitts Wayne: commencing at the North line of the main track of said Pennsylvania Company, as now constructed and laid on said Murray street, and about three hundred and forty (340) feet west of the West line of Calhoun street; there in a northwesterly course and in a circle to the North line of said Murray street, so as to connect with the property of the Herr-Murray Manufacturing Establishment, said track to cross the sidewalk on the north side of said Murray street about two hundred fifty five (255) feet east of the east line of Calhoun street.

The said track herein authorized to be laid and maintained is to be used for the switching and moving of freight cars to and from said Herr Murray Works to said main track of said company in said Murray street. The license and permission herein given is upon the following conditions:

First: That said track shall not be elevated above the grade of Murray street and the same shall be laid and maintained so as to conform with the established grade of such street, as the same shall from time to time exist and in such a way as not to be an unnecessary impediment to the ordinary and proper use thereof by wagons, carriages, or other vehicles, along or upon or across such track at any point thereon; that the track and rails shall conform with the grade of the

street, or now established or as may hereafter be established by said city, and subject at all times to be taken up and relaid by the said company, its successors and assigns, at its own expense, whenever necessary, for the purpose of regrading, paving or repairing, or repairing such street, constructing curbs, laying or repairing walls, drains or other pipes, or any other public improvement. In case the main street track are not uniform with the grade of the street, as above provided the Board of Public Works shall notify the party of the second part thereof.

The party of the second part shall do the necessary work and make such track conform to any such grade within thirty days from receiving such notice, and upon failure so to do the Board of Public Works shall have the right to change such tracks and make such improvement and charge the cost therof to said company, its successors, and assigns. And in case such company, its successors, and assigns, shall fail to pay such expense within thirty days from the time said Board has rendered a bill therefor, said city shall have a right of action to recover said amount against the said company, its successors and assigns, and in case of such failure to pay such bill, and if suit is brought to recover in addition to the cost of said improvement, a reasonable attorney's fee.

Second: That said company shall have between the rails of said track twenty four inches, for and two feet on the outside of each rail from the intersection of said track with said main track to the curb stone on the north side of said Murray street as said stone may now exist or be hereafter established. said pavement to be of vitrified paving brick, laid in accordance with plans and specifications to be furnished by the Board of Public Works, and of the same time said track is laid in said street. That said company shall repair said section of said street herein authorized to be occupied, in the manner and to the standard herein set out, at such time as the Board of Public Works of the city may require, and shall at all times keep said portion of said track in a good condition of repair. Said company shall also pave before the rails and two feet on the outside of each rail to the full width of any sidewalk that may thereafter be constructed on the north side of said Murray street, said pavement to be of the material used in the balance of said sidewalk, and to be constructed according to the plans and specifications provided by the said Board of Public Works, the city of Fort Wayne, or its engineer.

If drainage made necessary by the paving of said track is to be done by said second party according to the direction of the Board of Public Works.

Third: That the use of said track by the party of the second

part, it's exclusive and unique, & am authorized to be laid and maintained, in minimum and maximum to nine inches 11 A.M. and 1 P.M. of each day, and during all other hours of the day said tract shall be clear and unobstructed for public use.

1st article: That said company, its successors and assigns shall not at any time, or in any case in care over and along said track leave stones, gravel, or debris to or laid, and shall not allow cars, loaded or unloaded to stand upon said track or sidewalk.

It is further agreed by and between the parties to this contract that if said party of the second part, its successors and assigns, at any time, or in any of the previous or subsequent 3 months of this contract, said above parts, its successors and assigns, forfeit all rights and privileges by this contract granted

to said company and franchisee holding and letting out and granting, shall be reckoned in the Pennsylvania Company, to successors and assigns, for a period of fifty (50) days from the appearance of the ordinance in the way.

It is agreed to and between the parties hereto that the tracks herein authorized shall be located to the approval of the Board of Public Works, and that the ties upon which rails rest, shall be laid upon not less than six inches of crushed.

said party of the second part further agrees and binds itself its successors and assigns to keep and hold said city free and harmless from all liability from any and all damages that may become to any person or persons on account of injury to either person or property, growing out of the construction and maintenance of said track, or from the operation of the cars thereon, and in case suit shall be filed against said city on account thereof said party of the second part upon notice to it by said city, will defend such suit against said city, and in the event that judgement is obtained against said city, the said party of the second part, its successors and assigns, shall pay such judgement with all costs and hold the city harmless therefore, provided such judgement can be enforced in law.

It is further agreed and understood that if said party of the second part, its successors and assigns, does not occupy said tracts herein designated for the purposes herein provided, within one year after the approval of this contract by the Common

coucil, then in that case said second party, its members and assigns, shall forfeit all the rights and privileges herein granted, provided however, if said second party is removed from taking possession of said street within the time herein stipulated by reason of the judgement of any court, then in that event said Council of Public Works, and Common Council may grant a reasonable extension of time.

Given under my hand and seal this 22nd day of September, 1904.

Pittsburgh Company (Seal)
Operating Pittsburgh, Allegheny & Monongahela
Prop. Jas. McNamee, Superintendent
City of Pittsburgh
1904 Pitts. Co. Common

Attest: Wm. McNamee (Signature) H. C. Moore (Signature)

Deputy City Clerk Pitts. Co.

Section 1: Be it therefore ordained by the Common Council of the City of Pittsburgh, Solemnly, that the contract hereinabove made, to-wit on the 22nd day of September, 1904, made and entered into between the Board of Public Works and the Pitts. Co. may and shall be fully set out in preamble hereto, and the same is, and in all things approved.

Section 2: This ordinance shall take effect and be in full force and after its passage and approval by the mayor.

Done at the Council Chamber in the City of Pittsburgh, on the 11th day of October, 1904.

I declare verily that the Common Council of the City of Pittsburgh, Solemnly, at a regular meeting held on the 11th day of October, 1904, by a majority vote of all members present, did pass the ordinance hereinbefore attached and known as the Pitts. Co. Contract for the year 1904.

August 11, 1904,

H. C. Moore,
Deputy Clerk.

Presented to the mayor for approval on the 11th day of October, 1904.

August 11, 1904,
H. C. Moore.

Approved October 11th, 1904.

Henry C. Bergloff
Mayor.

General Ordinance No. 235.

introduced by
John Meyer,
and A. Knudt.
An ordinance requiring the New York, Chicago and St. Louis Railroad Company to provide a flagman at the intersection of Glasgow Avenue with the said right of way.

Section 1: Be it enacted by the Common Council of the City of Fort Wayne that the New York, Chicago and St. Louis Railroad Company is hereby required to place a flagman at the crossing of its tracks with Glasgow Avenue.

Section 2: Laid flagman shall be provided with the proper and conspicuous signals, and shall be given proper and timely notice to persons about to cross said tracks, of the approach of a locomotive or cars, and said flagman shall proceed any person from standing on any track upon said crossing. At this purpose all flagmen shall be clothed with robes.

Section 3: A reliable, and competent man shall be employed as flagman and shall remain at his post of duty from six (6) o'clock A.M. to six (6) o'clock P.M. on each and every day trains are running.

Section 4. Laid company, its successors or assigns, failing to comply with the tenets of this ordinance shall be fined in the sum of one dollar (\$1.00) upon complaint of any citizen before the judge of the Municipal Court and if so, said fine is allowed to remain uncollected and without said flagman, shall be deemed a separate offense of the company violating said ordinance.

Section 5: This ordinance to be in full force and effect on and after its passage, approval by Mayor and legal publication.

Signed at the council chamber in the city of Fort Wayne, Indiana, on the 25th day of October, 1904.

I, Henry C. Berghoff, Mayor, do certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 25th day of October, 1904, by a majority vote of all members present, did pass the ordinance herein attached and known as General Ordinance No. 235.

Presented to the mayor for approval on the 15th day of November, 1904.

Approved November 16th 1904

Henry C. Berghoff, Mayor.

General Ordinance No. 236.

An ordinance to further promote the public health and cleanliness of the city of Fort Wayne, by prohibiting the practice of spitting upon the sidewalks, street cars and other public places, bring "foulest in its violation thereof, and providing when the same shall take effect."

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that it shall be unlawful for any person to spit upon the sidewalks within the limits of the City of Fort Wayne, or upon the floors or steps of any street car or other public conveyance of said city, or upon the floors, steps or entrances of any public building within said city, or upon floors, steps or platform of any railroad station therin.

Section 2: Any person violating any of the provisions of Section One of this ordinance, shall on conviction thereof be fined in any sum not exceeding five dollars (\$5.00).

Section 3: This ordinance shall be in force from and after its passage approved by the Mayor, and after the signature thereto, such not to go into execution until made in the Port Wayne News, a daily newspaper having a general circulation in reprinted and published in the City of Fort Wayne, Indiana.

Done at the council chamber, in the city of Fort Wayne, Indiana on the 13th day of December, 1904.

Witnessed, certified, that the Common Council of the City of Fort Wayne, Indiana, in their regular meeting held on the 13th day of December, 1904, by a majority vote of all the members elected did pass the ordinance hereinabove mentioned and known as General Ordinance No. 236.

August 14, 1904.

City Clerk.

Presented to the Mayor, for approval on the 14th day of December, 1904.

August 14, 1904.
City Clerk.

Approved December 14th, 1904.

Henry C. Berghoff
Mayor.

General Ordinance No. 23.

Introduced by, "The ordinance requiring a competent man to operate a safety gate at crossing of Wabash Railroad with Broadway in the city of Fort Wayne from twelve (12) Midnight to Eleven forty-five (11⁴⁵) P.M. of each day.

Section 1. Be it enacted by the Common Council of the city of Fort Wayne, that the Wabash Railroad Company is hereby directed to keep stationed a competent man at the crossing of its railroad with Broadway in the city of Fort Wayne, whose duty it shall be to operate the safety gate there maintained from twelve (12) Midnight to Eleven forty-five (11⁴⁵) P.M. of each day. If said company fails to comply with the terms of this ordinance it shall be fined in the sum of ten dollars (\$10.00) on complaint of any citizen of said city and every day the said crossing is without such watchman shall be deemed a separate offense.

Section 2: This ordinance to be in full force and effect on and after its passage, approval by the Mayor and legal publication.

Signed at the council chamber in the city of Fort Wayne, Indiana,
on the 13th day of December 1904

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 13th day of December, 1904, by a majority vote of all the members elected, did pass the ordinance hereto attached and known as
General Ordinance No. 23.

August H. Schmid
City Clerk.

Presented to the mayor, for approval on the 11th day of December, 1904.

August H. Schmid
City Clerk.

Approved December 19th. 1904
Henry O. Berghoff
Mayor.

General Ordinance No. 238

"An ordinance to regulate the erection and construction of buildings used as theaters, public halls, and buildings in general, and providing for the remodeling of such buildings as have already been constructed, as announced January 3d, 1905.

Section 1: Be it ordained by the Common Council of the city of Fort Wayne, Indiana, that no building hereafter erected or which at the time of the passage of this ordinance is not in actual use as an assemblable hall or theater, shall be used as such for public entertainments or gatherings in which stage scenery or other apparatus is employed unless it shall conform to the requirements of this ordinance and all buildings, which at the time of the passage of the ordinance are in use as theaters or in course of construction, with a view to justify them to such use, shall immediately thereafter comply with the requirements of this ordinance. All buildings already constructed and in use may be remodeled from time to time until the provisions of sections 3, 5 and 19 of this ordinance, shall have been complied with, excepting with that part of section 20 relating to rooms to the width of aisles, but no room shall be wider than thirty six (36) inches or prescribed by said section 20; they may also be exempted from complying with the provisions of all that part of section 21 regulating the aggregate capacity of foyers, lobbies, or stairs, passages and rooms for the use of the audience, but may also be exempted from complying with those provisions of section 23 which fix the location of boilers or furnaces in such building; such exemptions however shall not be permitted unless, in the judgment of the Board of Public Works of this city, the enforcement of those sections, as hereinafter set out, would be impracticable and contrary to usefulness of the building for which they were erected, but in that case a written consent shall be obtained by the owner, lessee or manager of said building from the said Board of Public Works, before any performance, entertainment or public meeting shall be given therein.

Section 2: All theaters containing a seating capacity of three hundred (300) or more people shall be constructed, as follows: The level of any corridor at the street entrance of any such theater shall not be more than five (5) feet above the level of the sidewalk at such entrance. To overcome any difference in level in and between various corridors, lobbies, passages, auditorium and aisles on the ground floor, gradients shall be employed of not over one (1) foot in eight (8) feet with no perpendicular rise within the aisle or nave; no steeper gradient than two (2) in ten (10) rising towards the exit shall be required.

Section 3: From the auditorium opening into said courts or vestibules, there shall be one less than two feet wide on each side from and including the parquet and each end every gallery. One shall be located near the lowest, and the other near the highest level of each such tier. Each exit shall be at least four (4) feet in width in the clear and provided with doors; and doore shall open retroardly, to be hung from the inside corner of the jamb, and said doore shall be kept unlocked or open during performance.

Section 4: There shall be from the main auditorium and from each one of the galleries an exit into the main corridor and from said galleries and corridor shall be stairways extending to the ground, let with a rise of not over eight inches to a step. The stairways from the upper balcony to the corridor and the exits are to be one hundred and twenty feet in length written in the margin the seating capacity of the Auditorium is one thousand (1000) people or more.

Section 5: When one side of the building borders on a public highway there shall be stairways and balconies of like capacity the kind as hitherto mentioned and the buildings shall be set back far enough so as to admit such stairways without locating them upon any portion of the public street or alley. If the building is erected on the line of the street, then such stairways shall be placed between two fire-proof walls on each side of the building.

Section 6: All outside stairways shall be constructed of iron throughout, including the floors, but of ample strength to sustain the load to be carried by them, and they shall be kept clear from snow and ice and all other obstructions.

Section 7: No workshop, storage or general property room shall be allowed above the auditorium or stage, nor in any of the fly-galleries, but may be placed below the stage, if built of fire proof material and covered with fire-proof doores, or any of said rooms may be located in the rear or at the side of the stage; but in each case shall they be separated from the stage by a fire-proof wall, and the opening leading into said portion shall have fire-proof doors on each side.

Section 8: No portion of any building hereafter, erected or altered, used or intended to be used for theatrical or other public purposes, as herein specified, shall be occupied or used as a hotel, boarding or lodging house, factory or workshop, nor for storage purposes, unless the entire building be of fire-proof construction, and fire proof doores be placed over all openings leading to such hotel, lodging rooms, workshop or galleries or basements; all such fire proof doores must be closed during any performance within such theater or building.

Section 9: The stage shall be separated from the auditorium by a brick wall or not less than twelve (12) inches in thickness across the entire width of the building, and topped out at least four (4) feet above the roof of the auditorium; provided where the ceiling above the stage is constructed of iron or fire-proof material, and the rooms above the stage are occupied by society rooms, said stone wall shall not be necessary and be exempted from this section. In all theatres or halls hereafter constructed or so far under process of construction, there shall be no opening in this wall except the curtain opening, and not more than two (2) other openings, two (2) of which may be located below the stage and not to exceed one additional one on each side of the stage. Each of said openings in said wall in any such buildings shall not exceed three (3) feet in width and shall be covered with fire-proof, self-closing doors, securely hung to iron brackets in the brick work. The wall over the curtain opening shall be carried either by a brick arch or a fire-proof iron girder of sufficient capacity and abutment or security on each side of the opening, to insure stability against the thrust of the arch.

Section 10: The proscenium walls shall be formed entirely of fire-proof material. If metal be used, such metal shall be filled in with solid non-combustible material and securely anchored to the wall with iron.

Section 11: The proscenium frame shall be made of a solid fire-proof curtain, or a curtain of asbestos or other fire-proof material, sliding at each end in grooves securely fixed to the walls, and extending into such grooves to a depth of not less than sixteen (16) inches on each side. The iron frame, which carries the fire-proof curtain may lap over the stage opening, or such asbestos or fire-proof curtain may lap over the stage opening at the sides, not less than twelve inches on each side and then shall be attached to said curtain at the top and bottom for the full width thereof, wrought iron or steel pipe of not less than one inch in diameter. Laid fire-proof curtain shall be raised and lowered between each act or intermission, up so at the close of act, or performance and then remain lowered until the beginning of the next performance, except during rehearsals, and shall be placed at least three (3) feet distant from the foot lights at the nearest point if gas is used for such lights. All act drop curtains shall be of fire-proof material, or material fire-proofed.

Section 12: In all theatres sky lighted ventilators having openings equal in area to one-tenth fifth of the area of the stage floor and having the whole top so constructed and counterbalanced that they will open automatically, operated by cords or wires from a lever

be built in such a way as to be open to the air; the stage and provided with
the necessary combustible cords or flexible connections to open
the ventilating valves automatically by the action of the fire on the
stage, shall be placed near the ceiling, and above the highest part of the
stage. In any theatres already constructed, where the ceiling above the
stage is constructed of iron and steel, this ventilator may be located
above the stage in main walls.

Section 13: In all theatres heretofore constructed or in any building
now not used as a theatre, but heretofore remodelled or used for such
purposes, all parts used in the construction of the stage shall be
all of either brick or iron. All the joists upon which the stage
is reared shall be constructed of steel or iron, but the floor shall
equal to the width of the proscenium opening and used in working
elevators, traps, or other mechanical apparatus may be made of wood
not less than one and one fourth (1 $\frac{1}{4}$) inches in thickness.

Section 14: The walls around the stage on all four sides, including those
around the rigging loft, shall be constructed of brick to the full height
of the roof excepting the fire-wall mentioned heretofore in section 1,
which shall extend four (4) feet above the roof.

Section 15: All permanent stage scenery, curtains and decorations,
made of combustible material, belonging to the building, and all the
woodwork on or about the stage, shall be painted or varnished with
either non-combustible varnish, the varnish being applied against fire,
and the finishing coats of paint applied to all woodwork throughout
the entire building shall be of such a kind as will resist fire, such
paint may be procured or purchased in this city.

Section 16: All columns that support the galleries shall consist of iron
or steel, fire proof material; the floors of each gallery shall be formed
of fire-proof material, except the capping, which may be made of wood.

Section 17: The walls separating the employee or dressing rooms from
the stage, and the partitions dividing the dressing rooms together with
the partitions of every passage way from such rooms to the stage,
shall be constructed of fire-proof material. All doors in any of
said partitions shall be constructed of iron or other fire-proof
material. All clothing and upholsteries in such and every dressing
room, property room or other store rooms, shall be constructed
of fire-proof material, or wood covered with fire-proof material.

Section 18: All seats in the auditorium, excepting those contained

bases shall be not less than thirty one (31) inches from back to front on the main floor, thirty (30) inches in any balcony or gallery, measured in a straight direction, and shall be firmly secured to the floor. No seat in the auditorium on the main floor shall have more than six (6) seats, in the galleries or balcony fifteen (15) seats, and in the upper galleries four (4) seats, when running before it, and an aisle leading to an exit. In assembly halls, the maximum number of seats as herein provided may be increased if the seats are fixed, and in such cases the allotted floor space must never be less than eighteen by thirty (18X30) inches per seat.

Section 19: All platforms and galleries formed to receive the seats shall not be more than thirty one (31) inches in height or less than thirty (30) inches in width of platform.

Section 20: All aisles on the respective floors in the auditorium, and between both sides of the aisle, shall be not less than three (3) feet wide; aisles having seats on one side only shall be not less than three (3) feet wide. There shall be access not less than three (3) feet wide next to the walls of all such auditoriums; also the width of aisle in width, within three feet, their width must be in average width proportion as above, and no such aisle shall be less than three (3) feet wide. It may be permitted in aisles excepting those leading from back to front of the seats, and whenever the rise from back to bank is less than ten (10) or less, the floor of the aisle shall be made an incline plane, and where steps are placed in outside aisles or corridors, they shall not be isolated, but shall be grouped together and so located as to permit light every place where there are steps in connecting aisles or corridors.

Section 21: No admission of any kind shall be sold beyond the seating capacity of the respective floors of the house, and no person attending hereon, at no time, shall occupy or eat in, during performance. All aisles and passageways in assembly halls and theaters shall be kept free from camp-stools, chairs, sofas, or any other obstruction. The aggregate capacity of the foyers, lobbies, corridors, passages and rooms for the use of the audience, including aisle space between seats, shall, on each floor or gallery, be sufficient to contain the entire number to be accommodated on said floor or gallery, in the ratio of one hundred and fifty (150) square feet of floor room for every one hundred (100) persons or parts thereof, but no public music hall, corridor or lobby shall be less than six (6) feet wide in any of its parts.

Section 22: For theater accommodating three hundred (300) or more persons

shall have at least two(2) exits. When accommodating from five hundred(500) to one thousand(1000) persons, at least three(3) exits, and when accommodating over one thousand(1000) persons, at least four(4) exits. All exits do not refer to or include the exits to the main lobby.

Section 23: doorways of exit or entrance for the general and regular use of the public shall be not less than four(4) feet in width and for every additional one hundred(100) persons or portion thereof to be accommodated in excess of three hundred(300) persons an additional twenty(20) inches of exit door space in width and two(2) feet increase of space in width. For corridor, lobbies or passageways shall be allowed no single door shall be less than three(3) feet wide but two(2) such doors may be used in lieu of each four(4) foot doorway described in this title, but no single door or leaf of a double door shall exceed four(4) feet in width. There shall be no less than two(2) exit doors, each not less than three(3) feet in width, for the stage, opening directly upon a street or alley or courtway leading to a public thoroughfare.

Section 24: No mirrors shall be so arranged as to give the appearance of a doorway exit, hallway or corridor, when no such doorway exit, hallway or corridor is really in existence at said mirror, nor shall there be any false doors or windows giving the appearance of an opening when none really exists.

Section 25: A common place of exit or entrance may serve for the main floor of the auditorium and for the first gallery, provided, however, its capacity is equal to the aggregate capacity of the outlets from the main floor and said gallery; provided, further, that the lowerwork run from any stairway to the gallery does not open directly at right angles with the central axis of a couloir exit, unless there is a clear space of landing of at least one and one quarter ($1\frac{1}{4}$) times the width of the stairs between the foot of such stairs and such central line next to the doorway.

Section 26: No passage leading to any stairway communicating with any entrance or exit shall be less than four(4) feet in width in any part thereof.

Section 27: Distinct and separate places of exit and entrance shall be provided for each gallery above the first and when the seating capacity is more than one thousand(1000) people, there shall be at least two(2) independent stairways, with direct exterior outlets, provided for each gallery in the auditorium, or one on the auditorium sufficient to any street, alley or court. No circular or winding stairs or fire escape for the public shall be permitted. All enclosed stairways shall have on both sides strong hand rails, firmly

receding to the wall at a distance of about three(3) inches therefrom, and about three(3) feet height above the stairs. All stairways eight(8) feet and over in width shall be provided with a central rail of metal or hard wood, not less than two(2) inches in diameter, placed at a height of about three(3) feet above the center of the treads, supported on wrought metal or brass standards of sufficient strength, securely bolted to the treads or risers of the stairs, or both, and at the head of each flight of stairs and on each side of the landing the post or standard shall be at least six(6) feet in height and the rail shall be secured to such post.

Section 28: No steam boiler or furnace, which may be required for heating or other purposes, shall be located under the auditorium, or under any passage or stairway or exit of the building, and the space allotted to the same shall be enclosed by walls of masonry on both sides, and the ceiling of such space shall be constructed of fire-proof material. All doorways in said walls shall have fire-proof doors.

Section 29: No floor register for heating shall be permitted in the aisles or passageways. No coil or radiator shall be placed in any passage way used as an exit, except in the main corridor, but said coils or radiators shall be placed in recesses formed in the wall or partition to receive the same. All supply, return or exhaust pipes shall be properly incased and protected when passing through floors or located near woodwork.

Section 30: Hand pipes two and one half (2½) inches in diameter shall be provided with hose attachments on every floor or gallery as follows: One on each side of the stage, and at least one near the property rooms. All stand-pipes shall be kept clear from obstruction, and said stand-pipe shall be separate and distinct from receiving their supply of water direct from the street main, and shall be fitted with regulation couplings of the fire department and be ready for use at all times during a performance in said building.

Section 31: There shall be placed over the curtain opening, extending over the full width of the curtain opening, a two(2) inch perforated pipe, supplied at each end by a two(2) inch rising main, connected at the bottom to a three(3) inch fire line, leading directly to the stage with valves controlled from the stage or near the exit as possible to form when in service, a water curtain or automatic sprinkler. In lieu of the water curtain described above, automatic sprinklers may be used in the ceiling or below the roof of the stage at such intervals as will cover every square foot of stage surface when said sprinklers are put in operation. In all non-fire-proof theatres or

in fire-proof theatres, when the rule of the fire department directs it, automatic sprinklers shall also be placed under the stage if possible, and in the green rooms, carpenter shop, paint store and propertymen's departmental water sprinkler system, with or without fusible plug, shall be independent of, and in no manner be connected with the stand pipe described in the previous section, but shall be supplied with water from a tank on the roof or the stage, so that in case of such tanks being destroyed.

Section 32: 1 hook and sufficient quantity of two inch hose, mounted with the remaining fixtures of the P. & F. department with 10 feet attached thereto and with hose spawders at each outlet, shall be kept attached to each exit staircase.

Section 33: Four pumps or barrels for extinguishing apparatus and one hose 1 1/4 inches 100 feet in length and hose which may be used in addition, and four 1 1/2 inch hose ready for immediate use, and water to a stage at least 1000 lbs (buckets) at all times filled with water; each bucket shall be painted red and the word "Bucket" on it, and a color may be given of course, shall be subject to the approval of the chief of the Fire Department.

Section 34: In the vicinity of the building, related to the use or accommodation of the public, there shall be no light fixture to the stable, laundry or other works or tenements, such as will and properly ignite during such under any circumstances, and such lights shall be kept burning until the end of business; no less than promised.

Section 35: If gas mains, if any, supplying the building, shall have any joints, joints and connections for the auditorium and stage and entrances shall be made in shutting off the light from the outside of the building.

Section 36: All suspended or bracketed lights surrounded by glass, in the Auditorium or any part of the building devoted to the use of the public, shall be bounded with proper wire settings, under no cost. No gas or electric light shall be inserted in the walls, windows, ceilings or any part of the building unless protected by wire, metal, glass. All footlights, except electric lights shall be protected by a strong wire guard in addition to the wire netting. All border lights shall be constructed according to the last methods known, and shall be subject to the approval of the chief of the Fire Department.

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Section 37: All assembly halls and theatres, which use lights by electric light, only, shall have atleast three separate and distinct circuits, to follow: One for the stage, one for the auditorium and one for corridors and exits. These circuits shall be so arranged that half of the lights in each division of the auditorium and half of those in each corridor and exit shall be in either one of the two circuits.

Section 38: It shall be the duty of the owner, lessee or manager of any theatre or assembly hall, in which programmes are distributed during any performance, to cause a diagram by each tier, gallery or floor, to be printed in black lines on such programmes showing the exits of such building, together with the capacity of such theatre or hall as governed by the size of seats and passage ways, no greater number of people shall be allowed to enter such building.

Section 39: Each and every exit of an assembly hall, theatre or other public place of amusement which can be used in case of fire, shall be designated by the word "Exit" in letters of such size, that they can be read easily from the opposite side of the auditorium or gallery, and shall be placed so immediately over or upon the exits, that they can be readily seen from any or all parts of said auditorium or gallery. A red light shall be placed at over each of said signs, and kept burning during each entertainment or performance, and so close, fixed and bright will be, unless it be in the auditorium, and the fact that such red lights indicate an exit to be used in case of fire is all information conspicuously upon the programme used in such theatre or such place of amusement at each and every entertainment.

Section 40: The stand-pipe, gas pipe, electric wire box, foot lights and all other apparatus used in extinguishing a fire or guarding against the same, as provided for in this ordinance shall be subject to the inspection and control of the chief of the Fire Department and said chief is hereby directed to see that the arrangements in respect thereto are carried out and in force.

Section 41: In all assembly halls and theatres now or hereafter erected, no exit door shall open inwardly, but so as not to block the use of any balcony, platform, stair-leading, passageway, fire escape or other exit; all such exit doors shall be kept unlocked or open during each and every performance.

Section 42: The thickness of the exterior stage walls, not over eighty(80) feet in height, shall not be less than seventeen(17) inches for the fire

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two (2) stories with twenty one (21) inches, abutments above the second story.

Section 43: No person shall be allowed to use any gasoline, benzine, or any other dangerous or explosive oils in any part of the stage, or audience room for the purpose of producing heat or light during any performance.

Section 44: It shall be illegal to light, smoke, use matches, cigar, cigarette or pipe in and upon or under the stage, or in the dressing room or property rooms, or in, or about the galleries during any performance or rehearsal, and all heat or light used for the purpose of dressing, except that used for general heating of the building shall be limited by the Board of Fire Commissioners, that if it becomes necessary during any performance to use upon such stage any lighted cigar, cigarette or pipe a special permit so to do may be granted by the manager.

Section 45: All ashes shall be placed in metal receptacles until removed from the premises, and the premises shall always be kept clean from any rubbish, waste or dirt; it shall be the duty of the Chief of the Fire Department to see that this part of the ordinance is strictly enforced.

Section 46: No person shall be allowed to use the emergency or fire exit during any performance for the purpose of gaining entrance to said building.

Section 47: Nothing contained in this ordinance shall affect any building now used for educational, religious or charitable purposes only.

Section 48: The owner, lessee, or manager of any theatre or building used as such shall comply with the provisions of this ordinance with regard to the construction or reconstruction of any buildings in course of construction, or already erected on or before September 1st, 1905, and any neglect or failure to comply with this section of this ordinance shall constitute a separate offence for each and every day after the day hereby fixed.

Section 49: The owner, lessee, or manager of any building structure, walls, staging, flooring or any part thereof, when anything shall be placed or be permitted to exist in violation of this ordinance or any section of this ordinance, or any person or corporation who shall build in violation of any section of this ordinance, or who shall fail to remove out any of the provisions of this ordinance, or who shall violate any of the provisions of this ordinance, shall, for each and every such violation or non compliance, be, upon conviction thereof, fined as may seem not less than Five Dollars (\$5.00) nor

more than Five Hundred Dollars (\$500.00).

Section 50: All ordinances in conflict with this ordinance are hereby repealed.

Section 51: This ordinance shall take effect and be in full force from and after its passage, approval by the Mayor and legal publication.

Done at the council chamber in the city of Fort Wayne, Indiana, on the 31st day of January, 1905.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 31st day of January, 1905, by a majority vote of all the members elect did pass the ordinance & resolution attached and known as General Ordinance No. 238.

W.W. Schmidt,
City Clerk.

Presented to the mayor for approval on the 14th day of February, 1905,

W.W. Schmidt
City Clerk.

Approved February 14th, 1905.
Henry P. Morgan

General Ordinance No. 239.

Issued by
the Mayor

An ordinance approving a contract entered into by and between the City of Fort Wayne, through its Board of Public Works, and the Atchison and Welch Valley Traction Company for the lighting of the streets of the city during the year 1905:

Whereas, on the 1st day of January, 1905, the Board of Public Works of the City of Fort Wayne, Indiana, on behalf of the city entered into the following agreement and warrant, viz:

The agreement made and entered into this first day of January, 1905, by and between us, the Board of Public Works of the City of Fort Wayne, party of the first part, and the Atchison and Welch Valley Traction Company, party of the second part, witnesseth That:

Whereas a certain written agreement was made and entered into by and between said City of Fort Wayne through its Board of Public Works and the Fort Wayne Electric Light and Power Company, bearing date of July 21st, 1903, with amendments made thenceforward on the 28th, 1904, (reference to which is hereby made) which was duly approved by ordinance passed by the common council of said city on said last mentioned date, to the terms of which agreement the said Fort Wayne Electric Light and Power Company agreed to and to said city of Fort Wayne, for the lighting of the streets, alleys and public places in said city, for and during a period of one year from the date and approval of said contract and ordinance by the common council of said city, three hundred and twenty-four (\$324) or more, electric arc lamps at and for the price of seventy dollars (\$70.00) per annum for each electric arc lamp furnished and operated by said Company, payable and subject to the rebates therein provided, and

Whereas by Section 7 of said contract it was expressly provided as follows: "Section 7. Laid party of the second part further agrees to renew this contract for street lighting from year to year on the same terms and conditions as provided in Sections 3 and 4, if so desired by said first party."

And Whereas, all the rights, franchises and franchises under and by virtue of said contract and all the property of said Fort Wayne Electric Light and Power Company have heretofore been sold, assigned and transferred to the said Fort Wayne and Welch Valley Traction Company, which now owns and operates the same, and said city is desirous of renewing said contract for another period of one year from the first day of January, 1905, as provided in said contract;

Now, therefore, it is hereby agreed by and between the parties that the said contract for the renewing to said city, for the lighting of the streets, alleys and public places, of the arc lamps herein described by said acts, shall be renewed for a period of one year for

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the first day of January, 1905, to the first day of January, 1906, on the same terms and conditions so provided in Sections 3 and 4 of said contract so entered into between said City and said Fort Wayne Electric Light and Power Company.

We witness whereof said parties have hereunto set their hands and seals this first day of January 1905, in duplicate.

Seal }
Date }

Fort Wayne & Wabash Valley Traction Co.
By C.D. Einmann

Seal except.

The city of Fort Wayne, Indiana,
By Peter Eggemann

Wm. Schramm

H.C. Gollings,

Board of Public Works

Approved:

Henry C. Berghoff
Mayor.

Section 1: Be it therefore ordained by the Common Council of the city of Fort Wayne, Indiana, that the contract and agreement hereinabove set forth, made and entered into by and before the first day of January, 1905, made and entered into by and before the city of Fort Wayne, Indiana, through its Board of Public Works, and the Fort Wayne and Wabash Valley Traction Company, as fully set out in foregoing Lienzo, be and the same is hereby in all things approved.

Section 2: This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

Signed at the council chamber of the city of Fort Wayne, Indiana, on the 14th day of February, 1905.

I hereby certify that the common council of the city of Fort Wayne, Indiana, at a regular meeting held on the 14th day of February, 1905, by a majority vote of all members elect did pass the ordinance hereinabove attached and known as General Ordinance No. 239.

August W. Schramm

City Clerk.

Presented to the Mayor for approval February 24th 1905

August W. Schramm

City Clerk.

Approved February 24th, 1905

General Finance Co. \$100.

in a former instance at various stations along the coast and
estuaries, Río de la Plata.

opinion of the leading men of the former towns & the city of
such a bill is of the opinion that there may be great risk in a bill so
far as to indicate to us it would not be practicable either
to meet out a sum of money to be given at once or to have such
a bill introduced.

and with it a message which I will give you and keep, in
trust for the pleasure of the players.

one of the most notable features of the upper, situated on the declivity of the hill.

to be verified in the Bureau's files, and if any
indicates it is certain the boy got to the Rock Island
H. S. in a season before 1882, it will be sent to that institution
for examination and report to General Sherman
for him.

1941-10-20

So we will be the ones who will not let go of the
old ways.

August 18, 1913
City Park

U.S.A., 23 January 1905.

General Ordinance No. 241.

Be it further, Whereas, the sum of One hundred dollars, amount due
at time of birth due to said first to man child,

Be it further, Whereas, it is retained by the Sumner County of the City of Memphis,
Tennessee, that the sum of One hundred dollars, due to man child
at birth to Sumner child to be brought to man child who is to receive
with the sum of his child with.

Section 2; This ordinance shall be in full force and effect upon
and after the passage hereof, and to the longer.

Given at the County Chamber in the City of Memphis, on the 25th
day of March, 1883.

, being witness that it Sumner County of the City of Memphis
ordinance, at the regular session held on the 25th day of March, 1883,
by a majority of its members that this law is hereby
enacted, adopted and made the General Ordinance of 1883.

Signed to execute
this day,

Present to the sum of one hundred dollars, on the 25th day of March, 1883.

Wm. H. Williams
City Clerk.

Received April 1st, 1883
A. C. L. - Mayor

"Number 11 Ordinance No. 241.

The ordinance approving a certain contract and agreement entered
into by and between the New York, Chicago and St. Louis Railroad
Company and the city of Port Wayne, Indiana, by and through the
Board of Public Works, on the 24th day of April, 1905.

Inasmuch, on the 24th day of April, 1905, the Board of Public Works
of the city of Port Wayne, Indiana, on behalf of the city, entered
into the following agreement and contract, viz:

Agreement made and entered into this 24th day of April, 1905,
between the city of Port Wayne, through its Board of Public
Works, party of the first part, and the New York, Chicago and St. Louis
Railroad Company, party of the second part, witnesseth:

That whereas on June 14th, 1904, an agreement was subsisted
between the parties hereto, which agreement was duly approved
by the Common Council of the city of Port Wayne on said day,
directing and authorizing the party of the first part to lay a
single track railroad over and across Howard street in the city
of Port Wayne, connecting the main track of the New York, Chicago
and St. Louis Railroad Company, laying off or removing part of
the grounds and storage houses of the Robinson Tank
Company.

That whereas, until and including January next, the party of the second part has constructed across the
street a single track railroad switch for the purpose as pro-
vided in said agreement.

And whereas it is now desired to take up the said
switch track laid under and in pursuance to said agreement
on date June 14, 1904, and to lay in place thereof another track
across Howard street, near where the same connects with Erie street
and across Erie street.

To enforce it is agreed and permission and authority is hereby
given and granted to the party of the second part to take up the
track it has constructed across Erie street where the same is
located west of the place where the said Howard street intersects
the street, and to reconstruct and operate instead thereof a single
track railroad switch, located just near the same, the same connects
with and intersects Erie street and to construct and operate a
single track railroad upon and across Erie street east of said
Howard street to connect with the main tracks of the said party of
the second part, and also to connect a spur track with said track
along the north line of said Erie street to connect with the track now
laid north of said Erie street along a storage house of the

National Railroad Company, in accordance with a plat attached hereto and seals, a part of this agreement. The permission and authority hereby given are upon the following terms and conditions:

First: That the track herein authorized to be laid shall be so placed that it will interfere as little as possible with the public use of said street, and if said street is hereafter graded or paved or otherwise improved, the party of first part will cause the grade of said street to be adjusted to the grade established by said track by the National Railroad.

Second: If said street is hereafter paved, the second party shall pay in so much of the pavement between its tracks and the space of two feet on either side thereof, that the grade of said track shall at all times be maintained as to interfere as little as possible with public travel on said street; that said track shall be used for no other purpose than for that of switching cars from the main track; the party of the second part to and upon the grounds of the said National Railroad Company its successors and assigns, and in so doing no cars shall be allowed to remain standing in any part of said Erie or Howard streets. That the commission herein granted, and by virtue of the same it is agreed, until the time of its payment in full, for one year or more and after, no expense of any kind, shall be incurred by the National Railroad Company.

We, the undersigned and seals this 24th day of April, 1903.

John Eggenauer { Board of Trade
W. H. Schramm { Works of the City
R. L. Sollinger. { Postmaster

To New York, Chicago & St. Louis Railroad Co.

John Eggenauer
John Schramm

John Sollinger

Section 1: Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract and agreement heretofore made on the 24th day of April, 1903, and entered into by and between the City of Fort Wayne, Indiana, on the one part, and the Public Works, and the New York, Chicago & St. Louis Railroad Company, are fully set out in preamble hereto, be and the same is hereby in all things confirmed and approved.

Section 2: This ordinance shall take effect and be in full force and after its passage and approval by the Mayor.

Done at the Council Chamber in the city of Fort Wayne, Indiana, on the 9th day of May, 1903.

I hereby certify that the Common Council of the city of Fort Wayne,

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Indiana, at a regular meeting held on the 9th day of May, 1905, by a majority vote of all the members elected did pass the ordinance known as General Ordinance No. 243.

N. Whiffen
Secretary

August M. Lehman;
Peter Clark.

Presented to the Mayor for approval on the 17th day of May, 1905.

Approved May 10, 1905

Approved May 10, 1905

Approved May 10, 1905

General Ordinance No. 243.

An ordinance amending a contract, entered into between the city of Fort Wayne through its Board of Public Works and the Fort Wayne, Van Wert and Lima Traction Company, together with the amendments made thereto on May 23^d; 1905.

Whereas on the day of May, 1905, the Board of Public Works of the city of Fort Wayne, State of Indiana, on behalf of the city, entered into the following contract and amendments thereto, on May 23^d, 1905:

This agreement made and entered into this 24th day of April, 1905, by and between the City of Fort Wayne, Allen County, Indiana (hereinafter called the city) by and through its Board of Public Works, party of the first part, and the Fort Wayne, Van Wert and Lima Traction Company, (hereinafter called the Traction Company) party of the second part, witnesseth:

That in consideration of the several and mutual covenants and agreements herein contained, it is hereby agreed by and between said parties as follows:

1. Consent, permission and authority be and are hereby granted by the city to the said Fort Wayne, Van Wert and Lima Traction Company, its successors and assigns, to run and operate its cars along, upon and over such of the tracks and lines of the Fort Wayne and Wabash Valley Traction Company, its successors and assigns, as may be permitted by contract between said companies, and so as to afford the cars of said traction company, party of the second part herein, a suitable and convenient entrance into and through said city and returning thence to its tracks and lines without said city, and also to reach and use any passenger loop or freight

loop or loops now or hereafter maintained by the said Fort Wayne and Wabash Valley Traction Company, its successor and assigns; provided, however, that if any change or changes be made in the route of said loops or either of them, such changed route or routes of such loops shall be a part of the route covered by this contract; and also to run and operate its cars upon and over the tracks of said Fort Wayne and Wabash Valley Traction Company, its successors or assigns, on the lines of said last mentioned company running to Robinson Park or any other park maintained by said company, its successors or assigns, or by the public, and to connect by spur the tracks and power of the said Fort Wayne and Wabash Valley Traction Company with the tracks which said traction company, party of the second part herein, may provide for the storage of its cars or use for depot purposes; also to run and operate its cars over the track of said Fort Wayne and Wabash Valley Traction Company, its successors or assigns, by the novel ditch track by which tracks are provided to reach the barns and slopes of said Fort Wayne and Wabash Valley Traction Company, its successors or assigns; provided however that the importance of said Washington street as an entrance into said city, by the novel ditch track by which tracks are provided to reach the barns and slopes of said Fort Wayne and Wabash Valley Traction Company, its successors or assigns, shall be acknowledged and accepted and used as an entrance into said city, and the traction company, its successors or assigns, shall be entitled to the use of said street, extending from the corner of said street, including Kerue to the single line of entrance into said city.

If said traction company, party of the second part herein, shall elect and use said Washington street as its entrance into said city, then authority, control and permission are hereby given to said traction company, its successors and assigns to construct, maintain and operate a street railroad track upon Glasgow Avenue from a point at or near to its intersection with Main Street to a point at or near the intersection of said Glasgow Avenue with Washington street, together with all the poles, wires, cables and other appliances necessary and convenient to successfully operate and conduct the same upon the tracks, wires and other appliances of said Fort Wayne and Wabash Valley Traction Company; but the middle of said track shall not be laid or maintained west of the center line of said street, and said track shall not be elevated above the level of the grade of said street, and the same shall be laid and maintained so as to conform to the elevation of the said street as the same from time to time is fixed, and in such a way as to be no unnecessary impediment to the ordinary and proper use thereof by wagons, carriages and other vehicles upon or along such track at any point thereof, with suitable bridges to be constructed and maintained over all gullies, prong

along said track so as to permit the free and uninterrupted flow of water in and along such gutter.

All poles shall be placed and maintained inside the curb line and the tracks and rails shall conform with the grade of the street now established or as may be hereafter established by said city and subject at all times to be taken up and replaced by the said company, its successors and assigns, at its or their expense whenever necessary.

The purpose of regrading, paving or repairing or repairing such street, constructing sewers, laying or repairing water mains or other pipes or any other public improvement. In case such rails or tracks shall not conform with the grade of the street as above provided, the Board of Public Works shall notify said party of the second part therof and the parties of the second part shall do the necessary work of raising such tracks or rails uniform to such grade within twenty four hours from the receiving of such notice, and upon failure to do so, the Board of Public Works shall have the right to change such track or rails and make such improvement and charge the cost thereof to said company, its successors and assigns; and in case said company, its successors and assigns shall fail to pay said expense within thirty days after the said board has rendered a bill therefor, the said city shall have the right action to recover such amount against the said company, its successors and assigns, and it and they shall be liable upon the said bill, which is herein provided for any such amount; provided however, that said notice shall not be given at any time of the year unsuitable for the doing of the work required, unless the condition of such track is such as to endanger the safety of passengers or the public. Should it be necessary in the prosecution of any public work to temporarily stop the operation of cars on said street, it may be done by order of the Board of Public Works, and in such case the said city shall be held free from all claims for damages by reason of the delay to the business and traffic of said party of the second part.

Said traction company, its successors and assigns shall, whenever said street is paved by said city, pave with the same material used in the paving of the remainder of said street, the space between its rails including the space between the tracks where there are switches or double tracks and twelve inches on the outside of the outer rail of said track and to keep and maintain the same in repair, and also repair such portion of said street when and as often as the remaining portions of said street are repaired by said city. All such paving to be done under and according to specifications both as to material and manner as may be provided by the Board of Public Works under the supervision of the City Civil Engineer, in

being understood and agreed, however, that said traction company, its successors and assigns shall not be required to pay or repair or maintain said portions of said street with any more expensive material or in any different manner than the remaining portions thereof are paid.

In the event that said Glasgow armor is accepted and used under the terms herein provided, the said traction company, its successors and assigns shall consent and permit the use of its said track, poles and wires upon said street, by any other interurban company, to which a franchise may be granted by the city, for the purpose of reaching an entrance into the city over the Washington street line of the Fort Wayne and Wabash Valley Traction Company. The terms of said use to be agreed upon by said traction company, its successors and assigns, and the company receiving such franchise, its successors and assigns, and upon a failure to agree upon the terms for use the same to be determined by the Board of Public Works, which shall be binding upon said parties. Provided further that all provisions of this section shall apply to any and all steps that may hereafter be taken into said city and provided further that all poles upon all said streets shall be of iron.

2. The said traction company, party of the second part herein, shall charge five cents and no more for a single car between any two points in said city upon it, and one cent less for tickets sold for passengers within said city by the Fort Wayne and Wabash Valley Traction Company, shall be received for passage within the corporate limits of the city of Fort Wayne, on the cars of said company, party of the second part; but the interurban cars of said traction company shall not be required to stop for or carry local passengers within said city, and said company, its successors and assigns, may reserve its interurban cars for the exclusive use of its interurban passengers.

All local interurban cars shall stop for the receipt and delivery of interurban passengers at four places before the city limits and the central passenger station of said traction company in said city. Laid four stopping places shall be designated by the traction company and approved by the Board of Public Works. But this provision shall not apply to the limited cars of said traction company.

3. Said traction company, party of the second part, may at all times "earn in" its passenger cars or in any suitable compartment thereof, provided for each passenger or in any mail, express or freight car, if the same general style and construction as a passenger car except as to the windows, doors and inside finish and the weight of said cars, such baggage belonging to its passengers being transported in such cars, as is usually allowed to be carried by passengers in cars of steam railroad companies, and also ticketed baggage

mail, merchandise, express and freight matter, which can be carried in the kind of cars hereinafter described, provided, however, that no live animals commonly termed live stock, shall be carried in any such car or in any such compartment at any time; and provided further that all baggage other than hand baggage and express matter, shall be delivered at the station or terminal on the passenger loop and all merchandise and freight carried as aforesaid, shall be delivered at the station or terminal located on the freight loop herein referred to, or at the freight station maintained by said party of the second part or laid Fort Wayne and Wabash Valley Traction Company, its successor or assigns; and in no case shall any such baggage (other than hand baggage) or any express, cattle, parcels or merchandise, be loaded or unloaded in or upon any of the streets, alleys or avenues or public grounds, except at said stations or terminals; provided that no more than one car shall be run in any one train at a time without the consent of the Board of Public Works.

4. The cars to be run and operated by said traction company, party of the second part herin, shall be propelled by electric power or other improved power only, and not by steam, and said company during the entire period for which this franchise is granted, will so operate its cars as to render the public at all times first class and efficient suburban service, and its cars shall be of the best and most improved pattern, style and finish, at all times kept well cleaned, whitewashed and provided with comfortable seats for passengers and heated with safe and convenient appliances whenever the weather is such that the comfort of the passenger shall require the same, lighted at night with electricity or some equally efficient light; that all such cars shall be kept in good repair and at all times be painted on the outside and passenger cars decorated in the most presentable and attractive appearance, and to be repainted and redecorated from time to time as may be necessary to retain such appearance; and that each of such cars shall be provided with a pilot and other modern appliances for the safety of its passengers and employees, including a headlight; and each of said cars shall bear thereon the name of said traction company, party of the second part, its successor or assigns, and the point of its destination in letters of such size that the same can be readily observed and read by persons of ordinary sight.

5. The cars of said company party of the second part, shall be required to, and shall at all times run at the same rate

of speed as the cars of said Fort Wayne and Wabash Valley Traction Company shall run on said line, and shall not be stopped or permitted to stand on the said railway of the said Fort Wayne and Wabash Valley Traction Company, its successors or assigns, for the purpose of taking on or off freight or merchandise, except on its own spur or at such points on the freight loop as may be from time to time designated and permitted by said Fort Wayne and Wabash Valley Traction Company, the master or assigns and so as not to interfere with the proper operation of the cars on the railway of the said Fort Wayne and Wabash Valley Traction Company, its successors or assigns.

1. The said traction company, party of the second part, shall in regard at all times to run its cars so as not to unreasonably impede public traffic at the intersection of public streets being or avenues of said city, and its cars when stopped, shall be stopped clear of cross streets. The cars of said traction Company, party of the second part shall be exhibited to the public in all cases as to and whenever any horse team or vehicle (except other street cars) shall meet or be overtaken by a car, such horse, team or vehicle (excepting teams) shall give way to said car; nor shall any person wilfully, knowingly, or otherwise interfere with any of the cars of said traction company by driving or stopping or caused to be driven at a slow pace or stopped, any horse, team wagon or sleds, in, upon, along, across or near the tracks of said line, without being notified by the motorman by the ringing of a bell on said car, or otherwise.

2. - The said traction company, party of the second part shall conform in all respects to the laws of the State of Indiana and all laws and ordinances of the city of Fort Wayne and to no other public authorities relative to the management, operation or control of its cars so far as the same relate to the safety and health of its passengers and the public.

3. It is agreed by the parties, first, that one of the principal considerations for this grant is the permission granted and given to taking of said traction company, party of the second part, to build an interurban railway line from the city of Lima, Ohio, to the city of Fort Wayne, Indiana, and that all the rights and franchises granted herein by said party of the first part to said traction company, party of the second part, shall, for six and terminable, and this contract become null and void if the party of the second part shall not have constructed and in operation such line from the city of Lima, Ohio, to the city of Fort Wayne, Indiana, on or before the first day of January 1906, unless delayed on account of the will of Providence, litigation, or unavoidable delay, in which

the Board of Public Works of said city may grant a reasonable extension of time, provided that the same is approved by the Common Council; and provided further, if the said Fort Wayne, Peru Work and Lima Traction Company, its successors and assigns shall at any time during the term of this contract fail or refuse to operate its said cars over the railway authorized to be constructed by it or over the portion of said each herein stated or said East Washington street accepted by said traction company, its successors or assigns, for an entrance into said city within the present or future limits for the period of three months, then all the rights and privileges herein granted as to said portion of said lines not so operated shall be forfeited and this contract as to such lines or parts thereof shall be null and void.

4. Said traction company hereby agrees to protect and save harmless the said city from all loss and damages of every kind on account of the running or operation of its cars within said city, and shall execute to the city of Fort Wayne a good and sufficient bond in the sum of One Thousand Dollars, (\$10,000.00) with good and sufficient sureties, to be approved by the said Board of Public Works, conditioned that the said traction company, party of the second part, shall faithfully carry out and perform each and every agreement herein contained and shall well and truly pay to said city all damages and other sums of money for which under the terms of this contract it may become liable to said city, and said bond shall be renewed from time to time during said period on the demand of said Board of Public Works of said city whenever in the opinion of said Board the surety or sureties on said bond for \$10,000.00 are insufficient for any reason whatever, or whenever the accumulated total of unpaid liabilities against said company in favor of said city renders such renewal necessary in the opinion of said Board. In case the said traction company, party of the second part, shall on reasonable demand of said Board fail or refuse to renew such bond or furnish said additional security thereto as may be required, the rights under this contract shall cease and the franchise herein granted be forfeited which forfeiture may be enforced in any court of competent jurisdiction.

10. It is further agreed by and between the parties to this contract that all the rights herein granted to said party of the second part, its successors and assigns, to run and operate its cars over the said lines of said Fort Wayne and Wabash Valley Traction Company, its successors and assigns, in said city shall continue for the period of thirty five years from the taking effect of this contract, and all the term.

conditions and covenants of this contract shall be binding and conclusive for that period on both parties hereto. The said limitation of time is agreed to be one of the chief considerations for the grant hereby made, and the said traction company, party of the second part, recognizing and concurring that such limitation of time is one of the essential and governing conditions of the contract hereby binds itself, its successors and assigns, that at the expiration of said period it will peaceably yield possession of all parts of the street, and answer in said city, or which the road does there run or operated, and cease the operation of its said car and railway on such portion of the street, and remove its cars, etc., and thence forward will make no claim of any kind or character anywhere whatever under the grant herein made.

In witness whereof said parties have set their hands and seals this 24th day of April, 1905.

City of Fort Wayne
By City Engineer
Wm. G. L. ...
45, 75 inches

Attest: Henry W. Bergoff,
Pres.

Board of Public Works

Fort Wayne Rail Way and Traction Co.
By James Murdoch President.

Section 1:- It is ordered and enacted by the Common Council of the city of Fort Wayne, Indiana, that an ordinance be passed as follows: To wit: on the 24th day of April, 1905 made and enacted into, the same, with the unanimous consent of May 23rd, 1905, to govern the city of Fort Wayne through its Board of Public Works and the Fort Wayne Rail Way and Traction Company, as fully set out in preamble hereto, in and the same is hereby in all things confirmed and approved.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 23d day of May, 1905, by a majority vote of all the members elect did pass the ordinance hereunto attached and known as General Ordinance No. 243.

John W. Pfriffer
President.

August M. Lehmann
City Clerk

Presented to the Mayor for approval on the 7th day of June, 1905.

August M. Lehmann
City Clerk.

Approved June 16th, 1905.

Henry C. Berghoff Mayor

An Ordinance approving a contract entered into between the city of Fort Wayne through its Board of Public Works and the Fort Wayne and Wabash Valley Traction Company, together with amendments made thereto of May 23^d, 1905.

Whereas, on the day of May, 1905, the Board of Public Works of the city of Fort Wayne, State of Indiana, on behalf of the city entered into the following contract and amendments thereto of May 23^d, 1905, an agreement made and entered into this 8th day of May, 1905, and as amended this 23^d day of May, 1905 by and between the City of Fort Wayne, in and through its Board of Public Works, for the part part, hereinafter called "the city" and the St. Wayne and Fort Wayne Valley Traction Company, a corporation duly organized under the laws of the state of Indiana, for the purpose of and now owning and operating a system of urban and interurban short railroads in and between the cities of Fort Wayne and Elkhart in said state and elsewhere, party of the second hereinbefore called "the traction company," witnesseth that:

Whereas, the traction company has become and is now the assignee and the owner of, with the right to operate all the property, rights, privileges and franchises heretofore owned and operated by the Fort Wayne and Elkhart Traction Company, including all the rights, privileges and franchises granted and made and by virtue of the certain contract between the city, of the one part, and George Townsend, William S. Reed, and Nellie C. Miller, of the other part, bearing date of November 27, 1900, and the ordinance approving and confirming the same, passed by the Common Council of said city on December 13, 1900, and approved by the Mayor of said city, which has been heretofore sold, designed and transferred by them to the Fort Wayne and Elkhart Traction Company, and by the latter, conspiracy to the said Fort Wayne and Wabash Valley Traction Company; and,

Whereas it is desirable and necessary that certain changes, modifications, alterations and additions be made to the contract now existing between the said parties hereto, therefore, in consideration of the premises and of the mutual and several covenants and agreements herein contained, it is hereby agreed by and between the said parties hereto as follows:

1. The said traction company hereby agrees within six (6) months after the approval of this contract by an ordinance of the Common Council and mayor of said city to take up and renew its tracks, turnouts, switches, poles, wires and all

appliances, and thereafter to surrender and waive all right to construct, maintain or operate a street railroad track or tracks on the following portions of the following named streets, viz:

- (1). On Fulton street from Main street to Broadmeadow street.
- (2). On Pinckneyage street from Fulton street to Fairfield avenue.
- (3). On Fairfield avenue from Broadmeadow street to Brighton avenue.
- (4). On Taylor street from Broadway to Fairfield avenue.

Upon removing said tracks, switches, turnouts and poles as aforesaid said traction company agrees to and shall fill all holes and clearings thereby made and place said portions of said streets, as were occupied by the said car tracks (leaving all of said street lying between the rails) in as good condition as is the balance of said street outside of said car tracks; and whenever said portions of said streets or any part thereof are now paved, the portions of said streets below the rails, and for the distance of twelve inches on the outside of the outside rails of said tracks shall be put down in as good a condition and in the same manner (using the same material in all respects) as the balance of the street outside of said car tracks to the satisfaction of the Board of Public Works of said city.

and meanwhile as said city is about to pave said portion of said Fulton street, the said traction company hereby agrees that its tracks, ties, poles, wires and other appliances on said portion of said Fulton street shall be taken up and removed at or before the time said Fulton street is paved. All ties on streets not paved and when not embedded in concrete, or when ordered by the Board of Public Works, shall be taken up and removed at the same time by said company; provided however that six (6) months shall be the extreme time limit for the removal of the tracks and other properties herein mentioned.

2. The said Traction Company shall and does hereby waive all its rights, authority and permission to construct or maintain, and it shall not hereafter be required to construct or maintain, the double track on Lafayette street from Main street to Columbia street. The additional track on Pinckney street from Lafayette street to Clinton street; and the track commencing at the intersection of Lafayette and Pinckney streets running thence west on Dawson street to its center, & road so as to run across Hoagland avenue & Pinckney street, thence west on Pinckney street to the center of Fairfield avenue, thence south on Fairfield avenue to Brighton avenue, as expressly provided for in the contract between said city of Port Wayne and the Port Wayne Traction Company under date of September 2, 1902, and approved by an ordinance passed by the Common Council of said city on said last mentioned day.

8. Authority hereinabove and hereinafter granted by the said city to the said traction company, its successors and assigns to construct maintain and operate trucks of street railroad on the following portions of the streets herinafter named within said city:

- (1). In Broadway from the present terminus of its track on said street to a point 100 feet south of the center line of the street Highway leading from Broadway about west to the bridge across the St. Mary's River at the old Edmund Mill site; and in the event that the Port Mayne, Bluffton and Marine Traction Company shall use said last mentioned street or highway and Broadway street for an entrance into said city to maintain and maintain a track on said street or highway leading from Broadway street to said bridge from the center of Broadway to the west limits of said city connecting the same with the said track on Broadway and with the track of said Port Mayne, Bluffton and Marine Traction Company in order to provide an entrance into said city for said last mentioned company, its successors and assigns.

- (2). From the present terminus of its Lewis street line across Wabash and Fletcher Avenues in connection with a private right of way to be obtained by said company to the center of Maumee town at a point about fifty (50) feet East of Fletcher Avenue, thence back to said Maumee Avenue to the east limits of said city, and on Wabash Avenue from the center of Maumee Avenue to Chestnut street, and thence back on Chestnut street to the east limits of the city; but if said traction company shall build its said track West of Maumee Avenue to the east limits of said city, it shall surrender all rights to and shall not be required to build or operate a track on said portion of Chestnut Avenue and Chestnut street, or to the intersection of Wabash Avenue and Pioneer Avenue; but if said company shall build a track on said portion of Wabash Avenue to its intersection with Pioneer Avenue then it shall surrender and not be required to build its track on that portion of Maumee Avenue east of Wabash Avenue; provided however that if the said Port Mayne and Wabash Valley Traction Company shall extend its present Lewis street line to the intersection of Maumee Avenue and the east city limits as above provided, and shall permit the Port Mayne, Van Wert and Lima Traction Company, its successors and assigns, to use said Lewis street line and not its Washington street street line, for an entrance into said city, and said Port Mayne, Van Wert and Lima Traction Company shall accept and use said Lewis street line as an entrance into said city.

there the said Fort Wayne and Wabash Valley Traction Company shall surrender its rights to and shall not be required to construct an additional track on Washington street from a point one hundred (100) feet East of Harvey street to Glasgow avenue.

(3). On South Wayne avenue from Bryan avenue to the north line of Jackson avenue.

(4). On Calhoun street from the center of Portage street to the north line of Marshall Avenue. The said traction company shall not be required to operate its street cars upon the road until the Fort Wayne and Springfield Railway Company's line is completed to and ready to be operated into said city; but the tracks of said traction company shall be laid and constructed theron, also before said portion of said street is paved, and so as to avoid the necessity of cutting into or removing any portion of said pavement.

(5) A double track on Lewis street from the east side of Clinton street to the center of Calhoun street, and thence continuing with the tracks of said traction company, provided the traction company shall extend to its business carrie building a main portion of said street between the west line of Clinton street and the east line of Calhoun street to a point of no pavement now laid thereon that may be indicated within the outer rails of the tracks above authorized to be laid and for a distance of twelve inches on the outside rails of said tracks. The first rail of such pavement shall be determined by the Board of Public Works and the City Engineer.

Together with all the necessary curvilinear switches, side tracks, poles, wires and other necessary appurtenances to properly operate said street railroad tracks to said several locations of said street, run to toward the same with the several tracks, poles, wires and other appurtenances so as to be operated and maintained in said city by said traction company and for the operation of loops at the ends of the several lines of said traction company when said company is able to run two cars from property on which to construct and operate such loops, and to that end and for that purpose such tracks as a main and loops can run on said street and any intersecting street within one hundred feet of the street on which the lines of said traction company are operated; provided, however, that no loop shall be permitted unless same shall be constructed at the end of the line as shown by the company's franchise; and also to connect the same with the tracks, poles, wires and other appurtenances of an interurban road authorized by the city to operate over the lines of said traction company together with the right, authority and permission to carry and transport the interurban cars of said traction company over and along its other lines and tracks in said City, but the interurban cars of said company shall not be required to

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stop for or carry local passenger within said city, and said company, its successors and assigns, may reserve its interurban care for the exclusive use of suburban and interurban passengers.

All local interurban care shall stop for the receipt and discharge of suburban and interurban passengers at four places, to be designated by the Board of Public Works, between the city limits and the central passenger station of said Traction Company in said city; but this provision shall not apply to the limited care of said Company which make no regular stops between said City and the City of Huntington.

H. In consideration of the surrender of the right to construct and maintain streets across and the removal of the tracks, poles and wires from said portions of Fulton, Brackenridge and Taylor streets and Fairfield Avenue as granted by said contract between the said City and the said Boardman, Reed and Miller, paragraphs No. 2 and 10 of said contract, (being numbered and designated as 430-1-2 C and 430-1-2 K of the revision and compilation of 1901 of the ordinances of said city) be and the same are each party by mutual agreement of said parties executed, ratified and adopted by said parties as if never executed, but the remainder of said contract, except as hereinafter mentioned, shall be and remain in full force and effect.

Said Traction Company, its successors and assigns, whenever and where or how ever thereof on which the said Traction Company, its successors or assigns, has constructed and owns and operates its railroad track is brought within the limits of said city and is paved by the said city, shall pave with the same material used in the paving of the remainder of said street, the spaces between its rails including the spaces between its track when there are switches or crossings, and two inches on the outside of the outside rail of said track, and keep and maintain the same in repair and also repair such portions of said street when and as often as the remaining portions of said street are paved by said city. All such paving to be done under and according to the specifications, both as to material and manner, as may be provided by the Board of Public Works, unless the specifications of the City Civil Engineer, it being understood and agreed, however, that said Traction Company, its successors and assigns, shall not be required to pave, repair, or maintain said portion of said street with any other than iron material or in any different manner than the remaining portions thereof are paved, and all work used and maintained upon said streets shall be of iron.

C. The following substance of paragraph No. 16 of said contract (said paragraph being numbered and designated as 430-1-2 Q in said revision and compilation of ordinances), to wit:

"It is further agreed by and between the parties to this contract that the expenses and mail care used under this franchise shall be of

the same size and construction of a passenger car except as to the windows and interior finish shall be and is hereby awarded to reader as follows:

"It is further agreed by and between the parties to this contract that the expense and travel cars used under this franchise shall be of the same general character, construction and appearance as a passenger car except as to the doors, vanes, door, length and inside finish thereof.

6. It is further agreed that the following clause in paragraph 3 of said contract between said city and the said Townsend, Reed and Miller being designated 430-12-D in said revision and compilation of said ordinances, to wit: "The said parties of the second part, their successors and assigns, shall build and maintain at some point along the line of the railroad within the corporate limits of the city a station for loading and unloading express, baggage and mail," shall be and is hereby awarded to read as follows, to wit:-

"The said parties of the second part, their successors and assigns shall maintain at some point along the line of their said railroad within the corporate limits of the city a station for loading and unloading express, baggage and mail within the said Fort Dodge and Hoback Valley Railroad Company, its successors and assigns, shall build, secure and maintain such a station for such purposes along its lines of railroad within said city."

The said Fort Dodge and Hoback Valley Railroad Company, for the of its successors and assigns agrees to assume and pay all acree ments and costs incident thereto, and it and the said Fort Dodge and Hoback Valley Railroad Company, or all said portions of said street trakcs, and to which the right and authority to maintain and operate a street railroad is hereby surrendered, hereby waiving all objections to the paying of such assessments or bonds by reason of the surrender of such rights or the taking up and removal of said street railroad tracks on said portions of said streets; and shall, before the removal of said tracks, poles and wires, file with the said Board of Public Works a bond in the sum of Five Thousand Dollars (\$5000.00) with security to be approved by said Board, conditioned that the said Company will pay said assessments and bonds, and shall also, before the removal of said tracks, poles, wires and other appliances file with the Board of Public Works a like bond in the sum of Five Thousand Dollars (\$5000.00) with security to be approved by said Board, conditioned that said Company will take up and remove its said tracks, poles, wires and other appliances from said portions of said streets herein mentioned and for and replace said portion of said streets as heretofore provided in as good condition as the balance of said streets outside of of said car tracks now are and complete said work within six (6) months from the taking effect of this ordinance to the satisfaction of said Board of Public Works, provided that said company, the

successors and assigns shall put concrete under its ties and track to the depth of six (6) inches upon all streets included in this grant and in grants heretofore given in former franchises whenever such streets are laid.

3. And inasmuch as the city is about to pave Broadway street from 50th avenue to the bridge, said Ft Wayne and Matash Valley Traction Company hereby agrees that it will, without delay, proceed to lay all additional tracks theron required by said company to be laid in advance of the said pavement, and hereby authorizes the Board of Public Works to provide in the same and proportionate manner first improvements the portion to be paved and paid for by said company, its successors and assigns, under the terms of its franchises, and upon the work being let to include the laying of said portion in the contract for the balance of the street.

4. The contract and all the rights, privileges and authorities herein given and granted to said second party, its successors and assigns, or to any by them or to any third party subject to all the provisions as to the nature of the same and to all the limitations, conditions, agreements and requirements on the part of the Fort Wayne Traction Company contained and expressed in said agreement between said City of Fort Wayne and the Ft. Wayne Traction Company under date of August 12th, 1902, and its amendments, made under date of January 24th, 1903, and any and all other contracts and agreements made or entered into by the Common Council of said city, except as otherwise herein and hereby altered, modified and changed, and the said stipulations, limitations and agreements therein expressed shall be kept and performed, except as otherwise herein altered, modified and changed by the said Ft Wayne and Matash Valley Traction Company, its successors and assigns.

In witness whereof, said parties have hereunto set their hands and seals this 23^d day of May, 1905.

Ft Wayne and Matash Valley Traction Company
By Henry C. Cul, Treasurer

City of Fort Wayne,

By John Eggmann

Attest: George W. Berke, William A. Lehman
Clerk. H. L. Hollingsworth

Board of Public Works.

Section 1: Be it ordained by the Common Council of the city of Fort Wayne, Indiana, that the contract and agreement hereto fore, to wit on the 23^d day of May, 1905, made and entered into together with the amendments thereto of May 23^d, 1905, between the City of Fort Wayne, through its Board of Public Works and the Ft Wayne

and Nabal Valley Traction Company, as fully set out in preamble thereto, to
and the same is hereby in all things confirmed and approved.
Section 2. This ordinance shall take effect and be in full force and effect from and
after its passage and approval by the Mayor.

Done at the council chamber of the city of Fort Wayne, Indiana, on the 23d
day of May, 1905.

I hereby certify that the Common Council of the city of Fort Wayne,
Indiana, at a regular meeting held on the 23d day of May, 1905,
by a majority vote of all members elected did pass the ordinance
hereunto attached and known as General Ordinance No. 244.

John W. Pfeifer August 11, 1905

Secretary City Clerk

Presented to the Mayor for approval on the 7th day of June, 1905.

August M. Schmid

Clerk

Approved June 16th, 1905.

John W. Pfeifer

Mayor

General Ordinance No. 244.

All ordinances affecting or relating herein into evidence, to wit,
of Fort Wayne through its Board of Public Works and the Fort
Wayne, Bluffton and Marion Traction Company, together
with the documents made thereto of May 23, 1905.

Whereas on the 4th day of May, 1905, the Board of Public Works
of the City of Fort Wayne, State of Indiana, in behalf of the City
of Fort Wayne, Bluffton and Marion Traction Company (hereinafter called
"May 23, 1905":

This agreement made and entered into this 4th day of May, 1905,
and to commence this 23 day of May, 1905, by and between the
City of Fort Wayne, Allen County, Indiana, hereinafter called
"the city", by and through its Board of Public Works and Fort
Wayne, Bluffton and Marion Traction Company (hereinafter called
"The Traction Company") party of the second part, witnesseth:
That in consideration of the several and mutual concurrence and
agreement herein contained, it is hereby agreed by and between
said parties as follows:

1. Convey, permission and authority to and an hereby granted
by the city to the said Fort Wayne, Bluffton and Marion Traction
Company, its successors and assigns, to run and operate its
cars along, upon and over such of the tracks and lines of the
Fort Wayne and Nabal Valley Traction Company, its successor

and usages as may be permitted by contract between said companies, and
 so as to afford the care of said Traction Company, party of the second
 past herein, a suitable and convenient entrance into and through said
 city and into the same to its tracks and lines within said city,
 and also to reach and use any passenger or freight loop or loops
 now or hereafter maintained by the said Fort Wayne and Wabash
 Valley Traction Company, its successors and assigns; provided,
 however, that if any change or changes be made in the route of
 said loops or either of them, such changed route or routes of
 such loops shall be a part of the route covered by this contract,
 and also to run and operate its cars upon and over the tracks of
 said Fort Wayne and Wabash Valley Traction Company, its successors
 & assigns on the lines of said last mentioned company running to
 Robinson York or any other bush maintained by said company,
 its successors or assigns, or by the public and to connect by a
 short the trucks and power of the said Fort Wayne and Wabash
 Valley Traction Company with the tracks which said Traction Company,
 party of the second party herein, may provide for the storage of its
 cars of use for depot purposes; also to run and operate its cars on
 the lines of said Fort Wayne and Wabash Valley Traction Company, its
 successors or assigns, by the most direct route by which track
 is provided to reach the barns and shops of said Fort Wayne and
 Wabash Valley Traction Company, its successors or assigns; pro-
 vided, however, that the acceptance and use of Taylor street by said
 Traction Company, its successors or assigns as an entrance into
 said city qualifies the said Traction Company's rights to use the
 short leading from Broadway to the bridge across the Wabash
 river and the portion of Broadway from said last mentioned street
 to Taylor street, and the acceptance and use of said short leading
 from the said bridge to Broadway and Broadway as an entrance
 to said city qualifies said Traction Company's rights to use said
 Taylor street as an entrance into said city, intending hereby to
 give a single line of entrance into said city. Agt., with all
 holes, wires, curves and other appliances necessary and convenient
 to successfully operate and connect the same with the tracks with-
 in the limits of said Fort Wayne and Wabash Valley Traction
 Company.

2. The said Traction Company, party of the second party herein,
 shall charge five cents, and no more, for single fare between
 any two points in said city upon its said lines and all ticket
 sold for passage within said city by the Fort Wayne and Wabash
 Valley Traction Company shall be valid for passage within the cor-
 porate limits of Fort Wayne on the cars of said company, party
 of the second party, but the intermediate cars of said Traction Com-

pany shall not be required to stop for or carry local passengers within said city, and said company, its successors and assigns may reserve its interurban cars for the exclusive use of its interurban passengers. All local interurban cars shall stop for the receipt and discharge of interurban passengers at four places between the city limits and the central passenger station of said Draction Company in said city, said four stopping places - last be designated by the Draction Company and approved by the Board of Public Works; but this provision shall not apply to the limited cars of said Draction Company.

3. Said Draction Company, party of the second part, may at all times carry in its passenger cars or in any suitable compartment thereof provided for such purposes, or in any mail, express or freight car of the same general style and construction as a passenger car except as to the windows, door and inside finish and the height of said car, such baggage belonging to the passenger being transported in such car as is usually allowed to be carried by passengers in cars of steam railroad companies, and also mailed letters, mail, merchandise, express and freight matter which can be carried in the kind of cars hereinbefore described; provided however that no live animals of the kind commonly termed live stock shall be carried in any such car or in any such compartment at any time; and provided further, that all baggage, mail, mail, freight, baggage and express matter shall be delivered at the station or terminal or the passenger loop and all merchandise and freight, carried as aforesaid, shall be delivered at the station or terminal located on the freight loop herein referred to or at the freight station maintained by said party of the second part or said Pitts Wayne and Wabash Valley Draction Company, its successors or assigns; and in no case shall any such baggage (other than hand baggage), - carry or pose matter, be loaded or merchandise be loaded or unloaded in or upon any of the streets, alleys or avenues or public grounds of said city, except at said stations or terminals; provided, that not more than one car shall be run in any one train at a time, without the consent of the Board of Public Works.

4. The cars to be run and operated by said Draction Company, party of the second part herein, shall be kept in electric power or other unprovided power only and not by steam, and said Company during the entire period for which this franchise is granted will so furnish cars as to render the public at all times first-class and efficient interurban service and its cars shall be of the best and most improved pottery, style and finish and at all times kept, well-cleaned, well-litigated, painted and provided with comfortable seats for passengers and heated with gas and convenient appliances whatever the weather is such that the comfort of the passengers shall remain the same; lighted at night with Electricity or with some equally efficient light; that all such cars shall be kept in good repair and at all times be painted on the outside so as to present an attractive

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appearance, and that each of such cars shall be provided with a pilot and other modern appliances for the safety of its passengers and employees, including a headlight; and each of said cars shall bear the name of said Traction Company, party of the second part, its successors or assigns and the point of its destination in letters of such size that the same can be readily observed and read by persons of ordinary sight.

5. The cars of said company, party of the second part shall be required to and shall at all times run at the same rate of speed as the cars of said Fort Wayne and Wabash Valley Traction Company shall run on said lines and shall not be stopped or permitted to stand on the said railway of said Fort Wayne and Wabash Valley Traction Company, its successors or assigns, for the purpose of taking, or alighting or over-loading except at its own spur or at such points of the freight road as may be designated from time to time and permitted by said Fort Wayne and Wabash Valley Traction Company, its successors or assigns, and so as not to interfere with the proper operation of the cars on the railway of said Fort Wayne and Wabash Valley Traction Company, its successors or assigns.

6. The said Traction Company, party of the second part herein, shall be required at all times to run its cars so as not to unreasonably interfere public traffic at the intersection of public streets, alleys, or avenues of said city and its cars when stopped shall be stopped clear of cross streets. The cars of said Traction Company, party of the second part, shall be entitled to the track in all cases as to and whenever any horse, team or vehicle (except other street cars), shall meet or be overtaken by a car, such horse, team or vehicle, (except other street cars) shall give way to said car; nor shall any person willfully or purposely obstruct or interfere with any of the cars of said Traction Company by laying or stopping or causing to be driven at a slow pace or stopped any horse, team, wagon or other vehicle, in upon along across or near the tracks of said line after being notified by the master or the ringing of a bell on said car or otherwise.

7. The said Traction Company, party of the second part, shall conform in all respects to the laws of the State of Indiana, and all laws and ordinances of the City of Fort Wayne, and to all other public authorities relative to the management, operation or control of its cars so far as the same relate to the safety and health of its passengers and the public.

8. It is agreed, by and between the parties hereto, that one of the principal considerations for this grant is the permission, agreement and undertaking of said Traction Company, party of the second part, to build an interurban railway line from the city of Bluffton, Indiana, to the city of Fort Wayne, Indiana, and that all the rights and privileges granted herein by said party of the first part to said Traction Company, party of the second part, shall forfeit and terminate and this contract be void and void if the party of the second part shall not have

constructed and in operation such railway from the city of Bluffton, Indiana, to the city of Fort Wayne, Indiana, on or before the first day of July, 1906, was in accordance of the acts of Providence, litigation or unavoidable delay; in which event the Board of Public Works of said city may grant "reinfrangible release" of time, provided that the same is approved by the Common Council. And provided further, if the Fort Wayne, Bluffton and Marion Traction Company, its successors and assigns, shall at any time during the term of this contract, fail or refuse to operate its said cars over the portion of Taylor street, or Broadway street, occupied by said Traction Company, its successors and assigns, for an entrance into said city within the present or future limits of said city, for a period of three months, then all the rights and franchises herein granted as to said portions of said lines or said last mentioned streets, not so operated, shall be forfeited, and such contract as to such lines or parts thereof be null and void.

9. Said Traction Company hereby agrees to protect and save harmless the said city from all loss and damages of every kind on account of the running or operation of its cars within said city and shall execute the city of Fort Wayne a good and sufficient bond in the sum of ten thousand (\$10,000.00), with good and sufficient securities to be approved by the said Board of Public Works, conditioned that the said Traction Company, party of the second part, shall faithfully carry out and perform each and every agreement herein contained and shall will and truly pay to said city all damages and other sums of money for which under the terms of this contract it may become liable to said city; and said bond shall be renewed from time to time during said period on the demand of the said Board of Public Works of said city, whenever, in the opinion of said Board, the sum or securities on said bond have become insufficient for any reason whatever, or whenever the accumulation of unpaid liabilities against said company in favor of said city renders such renewal necessary in the opinion of said Board. In case the said Traction Company, party of the second part, shall on reasonable demand of said Board fail or refuse to renew such bond or furnish said additional security, the same as may be required, the rights under this contract shall cease and the franchise herein granted be forfeited, which forfeiture may be enforced in any court of competent jurisdiction.

10. It is further agreed by and between the parties to this contract that all the rights hereby granted to said party of the second part, its successors and assigns, to run and operate its cars in the city of Fort Wayne and Wabash Valley Traction Company, its successors and assigns in said city shall continue for a period of thirty five years from the taking effect of this contract and all the terms and conditions and covenants of this contract shall be binding and conclusive for that period on both parties unto whom said limitation of time is referred to as one of the chief considerations for the grant hereby made, and the con-

First. The parties of the second part, recognizing and conceding that such limitation of time is one of the essential and governing condition of the contract with said city itself, its successors and assigns, that at the expiration of said term, it will peaceably yield possession of all parts of the street now made or to be made in said city on which its cars are then run, or operated and cause the dislocation of its said cars and railway car such portions of the streets and curbs of said city, and thence forward will make no claim of any kind to exercise any right whatever under, its grant herein made.

Said Traction Company, its successors and assigns, whenever any street or any part thereof on which the said Traction Company, its successors and assigns, has constructed and owns and operates its railroad track in said city within the limits of said city, and is paved by the said city, shall pave with the same material used in the paving of the remainder of said street the spaces between its rails, including the spaces between its track where there are switches or double track, including inches on the outside of the outside rail of said track, and keep and maintain the same in repair and also repair such portions of said street when and as often as the remaining portion of said street is paved by said city. All such paving to be done under and according to the specifications both as to material and manner as may be made by the Board of Public Works under the specifications of the City, it requires; it being understood and agreed, however, that said Traction Company, its successors and assigns shall not be required to pave or maintain said portions of said street with any non-expensive material or in any different manner than the remaining portions thereof, except until the same are maintained upon such paved streets until the same.

In witness whereof said parties hereto set their hands and seals this 23rd day of May, 1905.

City of Port Wayne,
by Peter Eggenauer
Street: Henry N. Becker W.M. Dokleman
 F.C. Zollinger.
Board of Public Works.
Port Wayne, Bluffton and Marion Traction Company,
By Frank H. Cuthshall
President.

Section 12. It is declared by the Common Council of the City of Port Wayne, Indiana, that the Contract and Agreement herein to wit, on the 23rd day of May, 1905, made and entered into together with the amendments thereto of May 28, 1905, between the City of Port Wayne, through its Board of Public Works and the Port Wayne, Bluffton and Marion Traction Company, is fully set out in preamble thereto, be and the same is hereby in all things confirmed and approved.

Section 2. It is ordered that take effect and be in full force and effect from and after its passage and appointment of the day.

Done at the County Chamber, of the City of Portage, Indiana, on the 23^d day of May, 1863.

I hereby certify, that the foregoing General of the City of Portage was read at a regular meeting held on the 23^d day of May, 1863 by a majority of all members present did pass the following concurrent resolution being known as General Resolution No. 144.

John A. Frith, August 16, 1863.

President City Clerk.

Directed to the Mayor for approval on the 1st day of June, 1863.

August 16, 1863.

City Clerk.

Approved June 10th, 1863.

George L. Hough.

Mayor.

Done at the County Chamber, of the City of Portage, Indiana, on the 10^d day of June, 1863, in pursuance of the order of the Board of Commissioners and first passed the 23^d instant, 1863.

Subordinate section to the 1st section by the Board of Commissioners of the City of Portage, Indiana, on the 10^d day of June, 1863.

"Section 1. As a military field, for training and to march to parade, in the rear of the public square, and any military or other march without the consent of the Board of Commissioners or for any other purpose, and whenever a military or other march, or military exercise, in any kind, should be made or performed, of any kind without the consent of the Board of Commissioners,

Section 2. It is ordered to be enacted, and is enacted, that the passage, approval by Mayor and legal publication,

Done at the County Chamber, of the City of Portage, Indiana, on the 10^d day of June, 1863.

I hereby certify that the Board of Commissioners of the City of Portage,

... Ayn, Indiana, at a regular meeting held on the 11th day of July, 1905,
 by vote of all the members Elect did pass the ordinance
 entitled "An Ordinance to Create an Isolation Hospital for the County of Allen,
 State of Indiana."
 Oliver H. Prentiss
 August W. Lehmann
 City Clerk

... Mayor for approval on the 18th day of July, 1905.
 August W. Lehmann

Final Ordinance No. 247

Whereas, there is now in existence a contract entered into between the city of Fort Wayne, by and through its Board of Public Works and the County Commissioners of Allen County, State of Indiana, in relation to the construction and maintenance of an Isolation Hospital.

Whereas, on August 7, 1905, the Board of Public Works of the city of Fort Wayne, State of Indiana, on behalf of the city of Fort Wayne, and the Board of County Commissioners of Allen County, State of Indiana, entered into the following agreement and contract:

This agreement entered into this 7th day of August, 1905, by and between the "County Commissioners of Allen County," party of the first part, and the city of Fort Wayne, through its Board of Public Works, party of the second part, witnesseth:

That for the consideration and mutual agreements herein after expressed, party of the first part covenants and agrees to lease to party of the second part for the period of ninety-nine (99) years, two acres of land, located in the north west corner of the S.E. 1/4, S.E. 1/4, Section 16, Twp. 30, Range 12, the same being a part of the first farm west of the city, together with a right of way twenty feet wide leading north to public highway, for the purpose of locating thereon an Isolation Hospital, in the joint use of the county and city. In consideration of the aforesaid covenants, party of the second part covenants and agrees to construct thereon and at its own expense, an Isolation Hospital according to plans and specifications approved by the city of Fort Wayne by and through its Board of Public Works, and party of the first part.

It is further agreed that upon completion of said Hospital shall be for the joint use of the city and county and under the joint control of parties of this contract, and to be used

when deemed necessary for the lodgment and treatment of contagious cases upon the terms hereinafter set forth:

It is further agreed that upon completion of said Hospital by said second party, said first party will furnish same at an expense not exceeding one thousand dollars (\$1000.00), and that both parties hereto will thereafter maintain said building on the basis of one-third by the county and two-thirds by the city, and will thereafter keep the same furnished, including necessary heat in the operation thereof in the same manner, provided, however, if one thousand dollars is not sufficient to furnish same in first instance, the city shall pay the difference in cash.

It is further agreed that there shall be employed continuously in such hospital a man and woman who shall have exclusive charge of the grounds and buildings under the supervision of parties hereto, and the free use of the grounds for gardening purposes and the expense of the employment outside the care by them given to patients and their treatment shall be paid, one-third by the county and two-thirds by the city.

And it is further agreed that the care, support and medical treatment of persons sent to said hospital by the city for treatment, shall be paid for by the city, and persons sent there by the County or the Health Department thereof, shall be paid for by the County; provided, however, that each party hereto is authorized to admit patients for which it is responsible, upon such terms as it may deem proper and right.

And it is further agreed that said second party shall enclose land herein described with a substantial fence as well as fence on the right of way leading therefrom to public highway.

Chas. S. Giebel

Joseph Tonkel

William Hockemeyer

Board of Commissioners of Allen County, Indiana.

Peter Eggeman

William Doehmann

St. C. Jollinger

Board of Public Works.

city of Fort Wayne, that the contract and agreement heretofore, to-wit, on the 7th day of August, 1905, made and entered into between the City of Fort Wayne, through its Board of Public Works and the Board of County Commissioners of Allen County, State of Indiana, or fully set out in preamble here-to, be and the same is hereby made all things confirmed and approved.

Section 2: This ordinance to be in full force and effect on and after its passage and approval by Mayor.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 8th day of August, 1905, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No. 247.

John H. Pfeiffer
President

August M. Schmidt.
City Clerk.

Presented to the Mayor for approval on the 11th day of September, 1905.

August M. Schmidt
City Clerk.

Approved September 15th, 1905.

Henry C. Berghoff
Mayor

General Ordinance No. 248.

An ordinance regulating the running of automobiles in Public Parks.

Introduced by
E. B. Woodworth

Section 1: Be it enacted by the Common Council of the city of Fort Wayne that persons driving automobile shall cause the horn or instrument of alarm attached to car, to be vigorously sounded upon entering and rounding curves in all public parks belonging to the city of Fort Wayne. Any person violating this ordinance shall be fined not to exceed twenty-five dollars (\$25.00) for each offense.

Section 2: This ordinance to be in full force and effect on and after its passage, approval by Mayor and legal publication.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 8th day of August, 1905, by a majority vote of all the members elect

Did pass the ordinance hereunto attached and known as
General Ordinance No. 248

John A. Pfeiffer
President.

August M. Schmidt
City Clerk

Presented to the Mayor for approval on the 11th day
of September, 1905.

August M. Schmidt
City Clerk

Approved September 15th, 1905

Henry C. Berghoff
Mayor.

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General Ordinance No. 249.

An ordinance approving a certain contract and agreement
entered into by and between the Bluffton & Fort Wayne
Traction Company, and the Board of Public Works
in behalf of the city of Fort Wayne, Indiana, on the
4th day of August, 1905.

Whereas on the 7th day of August, 1905, the Board of
Public Works of the City of Fort Wayne, Indiana, on
behalf of the city, entered into the following agreement
and contract, viz:

This agreement, made and entered into this 7th day of
August, 1905, by and between the city of Fort Wayne,
Allen County, Indiana, (hereinafter called "the City") by
and through its Board of Public Works, jointly, of the
first part, and the Bluffton & Fort Wayne Traction
Company, (hereinafter called "the Traction Company")
party of the second part, witnesseth:

That in consideration of the several and mutual covenants
and agreements herein contained, it is hereby agreed by and
between said parties as follows:

1. To grant, permission and authority be and are hereby granted
by the City of Fort Wayne to The Bluffton & Fort Wayne
Traction Company, its successors or assigns, to run and
operate its cars along, upon and over such of the tracks
and lines of the Fort Wayne & Wabash Valley Traction
Company, its successors and assigns, as may be permitted
by contract between said companies in accordance with
subdivision 1 of section 11 of contract between the city of Fort
Wayne and the Fort Wayne Traction Company, its successor

and assigne, approved by Council September 2nd, 1902, and so as to afford the cars of said Traction Company, party of the second part herein, a suitable and convenient entrance into and through said city and returning thence to its tracks without said city, and also to reach and use any passenger or freight loop or loops now or hereafter maintained by the said Fort Wayne & Wabash Valley Traction Company, its successors and assigns; provided, however, that if any change or changes be made in the route of said loops or either of them, such changed loop or loops shall be a part of the route covered by this contract, provided, however, that the entrance into said city by said Traction company shall be over, upon and along such tracks and lines of said Ft. Wayne & Wabash Valley Traction Company, its successors and assigns, as are now located and maintained on Broadway to Main Street and on Main Street from Broadway east to Clinton Street, including the extension of said lines and tracks on said Broadway south to the southern limits of the city, as provided for in section II, of a contract by and between the said city of Fort Wayne and the said Ft. Wayne Traction Company, its successors and assigns, approved by Common Council on the 2nd day of September, 1902.

Together with all the poles, wires, curves and other appliances necessary and convenient to successfully operate and connect with the tracks, wires and other appliances of said Fort Wayne & Wabash Valley Traction Company.

2. The said Traction Company, party of the second part herein, shall charge five cents, and no more, for a single fare between any two points in said city upon its said lines and all tickets sold for passage within said city by the Fort Wayne & Wabash Valley Traction Company shall be received for passage within the corporate limits of the city of Fort Wayne on the cars of said Company, party of the second part, but the interurban cars of said Traction Company shall not be required to stop for or carry local passengers within said city, and said Company, its successors and assigns, may reserve its interurban cars for the exclusive use of its interurban passengers. All local interurban cars shall stop for the receipt and discharge of interurban passengers at four places between the city limits and the central passenger station of said Traction Company in said city, said four stopping places shall be designated by the Traction Company and approved by the Board of Public Works, but

this provision shall not apply to the limited cars of said Traction Company.

3. Said Traction Company, party of the second part, may at all times carry in its passenger cars or in any suitable compartment thereof, provided for such purposes, or in any mail, express or freight cars of the same general style and construction as a passenger car except as to the windows, doors and inside finish and the height of said car, such baggage belonging to its passengers being transported in such cars as is usually allowed to be carried by passengers in cars of steam Railroad Companies, and also United States mail, merchandise, express and freight matter which can be carried in the kind of cars hereinbefore described; provided, however, that no live animals of the kind commonly termed live stock shall be carried in any such cars or in any such compartment at any time; and provided further, that all baggage other than hand-baggage and express matter shall be delivered at the station or terminal on the passenger loop and all merchandise and freight, carried as aforesaid, shall be delivered at the station or terminal located on the freight loop herein referred to or at the freight station maintained by said party of the second part, or said Fort Wayne & Wabash Valley Traction Company, its successors or assigns, and in no case shall any such baggage (other than hand-baggage) or any express matter, parcels or merchandise be loaded or unloaded in or upon any of the streets, alleys or avenues or public grounds of said city, except at said stations or terminals; provided, that not more than one car shall be run in any one train at a time, without the consent of the Board of Public Works.
4. The cars to be run and operated by said Traction Company, party of the second part, herein, shall be propelled by electric power or other improved power only and not by steam, and said Company during the entire period for which this franchise is granted will so operate its cars as to render the public at all times first-class and efficient interurban service and its cars shall be of the best and most improved pattern, style and finish and at all times

kept well cleaned, ventilated, painted and provided with comfortable seats for passengers and heated with safe and convenient appliances whenever the weather is such that the comfort of the passengers shall require the same, lighted at night with electricity or with some equally efficient light; that all such cars shall be kept in good repair and at all times be painted on the outside, and passenger cars decorated on the inside so as to present an attractive appearance, and be repainted and redecorated from time to time as may be necessary to retain such appearance, and that each of such cars shall be provided with a pilot and other modern appliance for the safety of its passengers and in horses, including a headlight; and each of said cars shall have thereon the name of said Traction Company, party of the second part, its successors or assigns, and the point of its destination in letters of such size that the same can be readily observed and read by persons of ordinary sight.

5. The cars of said Company, party of the second part, shall be required to and shall at all times run at the same rate of speed as the cars of said Fort Wayne & Wabash Valley Traction Company shall run on said lines and shall not be stopped or permitted to stand on the said railway of said Fort Wayne & Wabash Valley Traction Company, its successors or assigns, for the purpose of taking on or off freight or merchandise, except on its own Spur or at such points on the first floor as may be from time to time designated and permitted by said Fort Wayne & Wabash Valley Traction Company, its successors or assigns, and so as not to interfere with the proper operation of the cars on the railway of said Fort Wayne & Wabash Valley Traction Company, its successors or assigns.

6. The said Traction Company, party of the second part, however, shall be required at all times to run its cars so as not to unnecessarily impede public traffic at the intersection of public street, alleys or avenues of said city and its cars when stopped shall be stopped clear of cross streets.

The cars of said Traction Company, party of the second part, shall be entitled to the track in all cases as to, and whenever, any horse, team or vehicle, (except other street cars) shall meet or be overtaken by a car, such horse, team or vehicle (except other street cars) shall give way to said car; nor shall any person willfully or purposefully obstruct or interfere with any of the cars of said Traction

Company by driving or stopping or cause to be driven at a slow pace or stopped any horse, team, wagon or other vehicle upon, along, across or near the tracks of said line after being notified by the motorman or the ringing of a bell on said car or otherwise.

7. The said Traction Company, party of the second part, shall conform in all respects to the laws of the State of Indiana, and all laws and ordinances of the city of Fort Wayne and to all other public authorities relative to the management, operation or control of its cars so far as the same relate to the safety and health of its passengers and the public.

8. It is agreed by and between the parties hereto that one of the principal considerations for this grant is the permission, agreement and undertaking of said Traction Company, party of the second part, to build an interurban railway line from the city of Bluffton, Indiana, to the city of Fort Wayne, Indiana, and that all the rights and privileges granted herein by said city of the first part to said Traction Company, party of the second part, shall forfeit and terminate and this contract become null and void if the party of the second part shall not have constructed and in operation such railway from the city of Bluffton, Indiana, to the city of Fort Wayne, Indiana, on or before the first day of July, 1906, unless on account of the acts of Providence, litigation or unavoidable delays, in which event the Board of Public Works of said city may grant a reasonable extension of time provided that the same is approved by the Common Council. And provided further, if the Bluffton & Ft. Wayne Traction Company, its successors and assigns, shall at any time during the term of this contract, fail or refuse to operate its said cars over the portion of Broadway street, accepted by said Traction Company, its successors and assigns for an entrance into said city within the present or future limits of said city, for a period of three months, then all rights and privileges herein granted as to said portions of said lines on said last mentioned street, not so operated, shall be forfeited, and such contract as to said lines or parts thereof, be null and void.

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and its Company hereby agrees to protect and safeguard
the said city from all loss and damage of every kind on
account of the running or operation of its cars within said city
and will execute to the city of Fort Wayne a good and sufficient
bond in the sum of ten thousand (\$10,000) dollars with good
and sufficient sureties to be approved by the said Board of
Public Works, conditioned that the said Traction Company,
party of the second part, shall faithfully carry out and
perform in a good and true agreement herein contained and shall
well and truly pay to said city all damages and other amounts
of money for which it under the terms of this contract it may
become liable to said city, and said bond shall be renewed
from time to time during said period on the demand of the
said Board of Public Works of said city, whenever, in the
opinion of said Board, the surety or sureties on said bond
have become insufficient for any reason whatever, or whenever
the accumulation of unpaid liabilities against said Company
in favor of said city under such renewal necessary in the
opinion of said Board. In case the said Traction Company,
party of the second part, shall on reasonable demand of said
Board fail or refuse to renew such bond or furnish said
additional security thereon as may be required, the rights
under this contract shall cease and the franchise herein
granted be forfeited, which forfeiture may be enforced in
any court of competent jurisdiction.

10. It is further agreed by and between the parties to this
contract that all the rights hereby granted to said party
of the second part, its successors, and assigns, to run and
operate its cars over the said lines of said Fort Wayne &
Wabash Valley Traction Company, its successors and assigns,
in said city shall continue for the period of thirty-five
years from the taking effect of this contract, and all the
terms, conditions and covenants of this contract shall be
binding and conclusive for that period on both parties
herein. The said limitation of time is agreed to be one of the
chief considerations for the grant hereby made, and the
said Traction Company, party of the second part, recognizing
and consenting that said limitation of time is one of the
essential and governing conditions of the contract, hereby binds
itself, its successors and assigns that at the expiration of
said period it will peaceably yield possession of all parts
of the streets and avenues in said city on which its cars
are then run or operated and cease the operation of its said
cars and railway on such portions of the streets and

avenues of said city, and thence forward will make no claim of any kind to exercise any right whatever under the grant herein made.

11. Said Traction Company, its successors and assigns, whenever any street or any part thereof in the city of Fort Wayne, Indiana, is constructed and curb and operates its rail road track is brought within the limits of said city, and is paved by the said city, shall pave with the same material used in the paving of the remainder of said street, the spaces between its rails - including the spaces between its tracks, where there are switches or double tracks and twelve inches on the outside of the outside rail of said track, and keep and maintain the same in repair and also repave such portions of said street when and as often as the remaining portions of said street are paved by said city. All such paving to be done under and according to the specifications, both as to material and manner as may be issued by the Board of Public Works under the specifications of the city civil engineer, it being understood and agreed, however, that said Traction Company, its successors and assigns, shall not be required to have, have or maintain said portions of said street with any more expensive material or in any different manner than the remaining portions thereof are paved, and all holes used and maintained upon such paved streets shall be of iron.

In witness whereof said parties hereunto set their hands and seals this 7th day of August, 1905.

City of Fort Wayne

By Peter Eggemann

Wm. Doehmann

A. C. Jollinger

Board of Public Works.

Astest: Henry W. Becker

Clerk

The Buffalon & Fort Wayne Traction Company,

By Louis Mette

President

Introduced by Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract and agreement heretofore, to wit, on the day of , 1905, made and entered into by and between the city of Fort Wayne, Indiana, through its Board of Public Works, and the Buffalo & Fort Wayne Traction Company, as fully set

out in preamble hereto, be and the same is hereby in all things confirmed and approved.

Section 2: This ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 9th day of August, 1905, by a majority vote of all the members elect did pass the ordinance hereunto attached and known as General Ordinance No. 249.

John W. Pfeiffer
Secy. Clerk.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 11th day of September, 1905.

August M. Schmidt
City Clerk.

Approved September 15th, 1905.

Henry C. Burhoff
Mayor.

General Ordinance No 250

An ordinance approving a contract entered into between the city of Fort Wayne through its Board of Public Works and the Fort Wayne & Wabash Valley Traction Company. Whereas on the 1st day of July, 1905, the Board of Public Works of the city of Fort Wayne, State of Indiana, on behalf of the city entered into the following contract and agreement:

This agreement, made and entered into this day of July, 1905, by and between the city of Fort Wayne, by and through its Board of Public Works, party of the first part, (hereinafter called "the City"), and the Fort Wayne & Wabash Valley Traction Company, a corporation duly organized under the laws of the State of Indiana for the purpose of owning and operating a system of urban and interurban street railroads in and between the cities of Fort Wayne and Logansport in said state and elsewhere, party of the second part, (hereinafter called "the Traction Company"), witnesseth that:

Whereas, the Traction Company has located and is about to construct a new power plant on the plot of ground bounded on the north by Burgess Avenue, on the east by said Spy

Run Avenue, on the south by Elizabeth street and on the west by North Lafayette Street, and is desirous to construct a railroad track connecting its said power plant with the track of the Lake Shore and Michigan Southern Railway and crossing the narrow strip of land owned by the said City on the west side of Spy Run Avenue.

Now, therefore, in consideration of the premises and of the mutual and several covenants and agreements herein contained, it is hereby agreed by and between said parties hereto as follows:

1. Consent, authority and permission are hereby given by the City to said Traction Company to construct, maintain and operate a single track railroad over and across the strip of ground owned by said city and lying along the west side of Spy Run Avenue in the southeast quarter of section thirty-five (35), township thirty-one (31) north, range twelve (12) east, in Allen County, Indiana; the center line of said railroad commencing ten (10) feet south of the northeast corner of Lot number six (6) in Hopper's Addition to the City of Fort Wayne, thence across said strip of ground so owned by said city in a northeastwardly direction a distance of one hundred and ten (110) feet to the center line of Spy Run, so that the center line of said railway, if extended eastwardly to Burgess Avenue, would intersect a line drawn parallel with and fifteen (15) feet south of the north line of said Burgess Avenue.

2. The said Traction Company hereby agrees that it will not construct, maintain and operate its said railroad as to interfere with or in any way affect any of the wells or pipes of the said city now or hereafter maintained on said strip of ground, and will fully protect and save harmless the said city from all loss, costs, expenses or damages to said wells or pipes, or on account of the construction, maintenance or operation of said railroad.

3. Said Traction Company further agrees to construct the bridge across Spy Run at said point so as not to obstruct or interfere with the free flow of water in said Spy Run. In witness whereof, said parties have hereunto set their hands and seals the day and year above written.

Fort Wayne & Wabash Valley Traction Company,

By C. D. Emmons

General Manager.

City of Fort Wayne

By Peter Eggemann

Wm. Lehmann

- - - - -

Section 1: Be it ordained by the Common Council of the city
of Fort Wayne, Indiana, that the contract and agreement
between the city on the day of July, 1905, to be and
held between the city of Fort Wayne through its
Board of Public Works and the Fort Wayne & Vigo
Valley Traction Company, as fully set out in preamble
unto to be and the same is hereby in all things confirmed
and approved.

Section 2: This ordinance shall take effect and be in full
force and effect from and after its passage and af-
firmed by the Mayor.

I certify that the Common Council of Fort Wayne,
Indiana, at a regular meeting held on the 8th. day of
August, 1905, by a majority vote of all the members elect
did pass the ordinance hereto attached and known as
General Ordinance No. 250.

John N. Pfiffer
President.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 11th. day of
September, 1905.

August M. Schmidt
City Clerk.

Approved September 13th, 1905.

Henry C. Berghoff
Mayor.

General Ordinance No. 251.

An ordinance authorizing the employment of certain officers,
clerks, assistants and employees, fixing the compensation,
salaries and wages of certain officers, clerks and employees
of the city of Fort Wayne, Indiana, repealing conflicting
ordinances and fixing the time when this ordinance shall
be introduced by take effect.

St. A. Webb Section 1: Be it ordained by the Common Council of the

city of Fort Wayne, Indiana, that the office, clerks, assistants, and employee of the city of Fort Wayne, Indiana, shall respectively receive the compensation, salaries and wages as hereinafter in this ordinance provided.

The employment of such offices, clerks and assistants as are hereinafter named are hereby authorized and the compensation and salaries of such offices, clerks and assistants respectively named for such offices, clerks and assistants. Section 25. Such compensation and salaries of such offices, clerks, assistants and employees shall be as follows: The Mayor of the city of Fort Wayne, Indiana, shall receive a salary at the rate of three thousand dollars per annum.

The City Clerk of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

Each Councilman of the city of Fort Wayne, Indiana, shall receive a salary at the rate of one hundred and fifty dollars per annum.

The Treasurer of the city of Fort Wayne, Indiana, shall receive a salary at the rate of one thousand dollars per annum.

The City Attorney of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

The Auditor for the city of Fort Wayne, Indiana, shall receive a salary at the rate of five hundred dollars per annum.

The Comptroller of the city of Fort Wayne, Indiana, shall receive a salary at the rate of two thousand dollars per annum.

The Deputy Comptroller of the city of Fort Wayne, Indiana, shall receive a salary at the rate of eight hundred dollars per annum.

For the Department of Public Works.

The three members of the Board of Public Works shall each receive a salary at the rate of fifteen hundred dollars per annum.

The Clerk of the Board of Public Works shall receive a salary at the rate of eight hundred dollars per annum.

The Stenographer of the city of Fort Wayne shall receive a salary at the rate of forty-five dollars per month.

The city civil engineer of the city of Fort Wayne,

Indians, shall receive a salary at the rate of two thousand dollars per annum.

The assistant city engineer of the city of Fort Wayne, Indiana, shall receive a salary at the rate of eighty-five dollars per month.

The superintendent of streets of the city of Fort Wayne, Indiana, shall receive a salary at the rate of seventy-five dollars per month.

The foreman of street repairs of the city of Fort Wayne, Indiana, shall receive a salary at the rate of sixty dollars per month.

The janitor at the City Building shall receive a salary at the rate of fifty dollars per month.

The assistant master at the 8th & L Building shall receive a salary at the rate of thirty-five dollars per month.

The superintendent of parks of the city of Fort Wayne, Indiana, shall receive a salary at the rate of seventy dollars per month.

For The Department of Public Safety.

The three members of the Board of Public Safety shall each receive a salary at the rate of four hundred dollars per annum.

The marketmaster of the city of Fort Wayne, Indiana, shall receive a salary at the rate of twenty-five dollars per month.

The city weighmaster of the city of Fort Wayne, Indiana, shall receive a salary at the rate of twelve dollars per month.

The city weighmaster of the city of Fort Wayne, Indiana, shall receive a salary at the rate of sixty dollars per month.

Employees of the police department shall receive the following salaries:

The superintendent of Police shall receive a salary at the rate of thirteen hundred and twenty dollars per annum.

The Captain of Police shall receive a salary at the rate of twelve hundred dollars per annum.

The Lieutenant of Police shall receive a salary at the rate of one thousand and twenty dollars per annum.

Two Sergeants of Police shall each receive a salary at the rate of nine hundred dollars per annum.

Two Detectives of Police shall each receive a salary at the rate of nine hundred dollars per annum.

Each patrolman shall receive a salary at the rate of fifty dollars per month.

Two patrol drivers shall each receive a salary at the rate of sixty dollars per month.

Two station clerks shall each receive a salary at the rate

fifty dollars per month.

The Electrician shall receive a salary at the rate of forty-five dollars per month.

The Humane Officer shall receive a salary at the rate of forty dollars per month.

Employee of the fire department shall receive the following salaries:

The Chief of the fire force shall receive a salary at the rate of one hundred and twenty-five dollars per month.

Each engineer of the fire force shall receive a salary at the rate of eighty-five dollars per month.

Each captain of the fire force shall receive a salary at the rate of seventy-five dollars per month.

The electrician shall receive a salary at the rate of fifty-five dollars per month.

Each fireman of "Class A" shall receive a salary at the rate of seventy dollars per month.

Each fireman of "Class B" shall receive a salary at the rate of sixty-five dollars per month.

Each fireman of "Class C" shall receive a salary at the rate of fifty-five dollars per month.

The Telephone Attendant at the Central fire station shall receive a salary at the rate of fifty-five dollars per month.

For the Department of Health and Charities.

The secretary of the Board of Health shall receive a salary at the rate of one thousand dollars per annum.

The commissioners of the Board of Health shall each receive a salary at the rate of one hundred dollars per annum.

The two special sanitary policemen shall each receive a salary at the rate of sixty dollars per month.

The clerk in the health office shall receive a salary at the rate of \$300.00 per annum.

For the City Court of the city of Fort Wayne, Indiana. The city judge of the city of Fort Wayne, Indiana, shall receive a salary at the rate of eighteen hundred dollars per annum.

The bailiff of the City Court of the city of Fort Wayne, Indiana, shall receive a salary at the rate of sixty-five dollars per month.

Section 3: The compensation, salaries and wages enumerated

and provided for in the foregoing sections of this ordinance shall be paid out of the funds of the City Treasury appropriated and to be appropriated for such purpose.

Said salaries to be paid at the expiration of each month during the time of service.

Section 4: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 5: This ordinance to be in full force and effect from and after its passage and approval by the Mayor.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 26th day of September, 1905, by a majority vote of all the members elect did pass the ordinance herein attached and known as General Ordinance No. 251.

John N. Pfeiffer
President

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 26th day of September, 1905.

August M. Schmidt
City Clerk.

Approved October 19th, 1905.

Henry E. Burhoff
Mayor.

General Ordinance No. 252.

"An Ordinance prohibiting the obstruction of streets, alleys, sidewalks and public places within the corporate limits of the city of Fort Wayne, and prohibiting the riding of vehicles and driving of animals upon, along or across improved sidewalks in said city, and providing penalty for the violation thereof."

Section 1: Be it enacted by the Common Council of the city of Fort Wayne, that it shall be unlawful for any person, company or corporation to wilfully obstruct any street, alley, sidewalk or public place within the corporate limits of the city of Fort Wayne. That it shall be unlawful for any person to ride any vehicle or drive any animal upon, along or across any improved sidewalk within the corporate limits of the city of Fort Wayne, except in the necessary act of crossing over

Introduced by
F. J. Baker

a driveway leading across such sidewalk to abutting property.

Section 2: Any person, company or corporation violating any of the provisions of this Act, shall be fined in any sum not exceeding twenty-five dollars (\$25.00).

Section 3: This law to be in full force and effect on and after its passage, approval by Mayor and legal publication.

I hereby certify that the Common Council of the city of Fort Wayne, Ind. and at a regular meeting held on the 26th day of September, 1905, by a majority vote of all the members elect did pass the above-mentioned article and known as General Ordinance No. 252.

John N. Pfeiffer
President

August M. Schmidt
City Clerk

Presented to the Mayor for approval on the 26th day of September, 1905.

August M. Schmidt
City Clerk

Approved Oct
1, 1905

Henry C. Beughoff
Mayor.

General Ordinance No. 253.

"An Ordinance regulating the loading and unloading of hides, skins and other merchandise that give off odors."

Introduced by G. A. Selle
Section 1: Be it enacted by the Common Council of the city of Fort Wayne, that it shall be unlawful for any person, company or corporation, dealing in hides, pelts, furs, and other merchandise, to load or unload in the streets fronting places of business any of such merchandise giving off offensive odors. But such merchandise shall be taken into or out of said business houses from entrance on ally to rear of said building, or if no ally, only through street entrance when done in a manner inoffensive to the traveling public.

Be it further enacted that it shall be unlawful for

any person, company or corporation to use hide or skins of any kind, or store bone in cellar or buildings within the corporate limits of the city, without ventilators being maintained in such a manner as will carry off offensive odors emanating therefrom, to a height not less than the height of the building occupied.

Any person violating any provision of this ordinance shall be fined not to exceed twenty five dollars (\$25.00).
Section 2. This ordinance to be in full force and effect on and after its passage, approval by Mayor and legal publication.

I hereby certify that the Common Council of the city of Fort Wayne, Indiana, at a regular meeting held on the 26th. day of September, 1905, by a majority vote of all the members elect did pass the ordinance hereunto attached and known as General Ordinance No. 253.

John H. Pfeiffer
President

August W. Schmidt
City Clerk

Presented to the Mayor for approval on the 26th. day of September, 1905.

August W. Schmidt
City Clerk.

Approved November, 1905.

Henry E. Bughoff
Mayor.

General Ordinance No. 254

"An ordinance fixing the tax levy for city purposes for the year 1905
Section 1. Be it ordained by the Common Council of the city of Fort Wayne, Indiana, that a levy of \$1.00 upon each \$100.00 of assessed valuation of all property within the corporation limits of the city of Fort Wayne, Indiana, be made for the year 1905
That the above levy be divided as follows:

General purpose and interest	\$.84
Sinking fund	.05
Anthony Wayne Monument fund	.00 4
Treasurer's Pension fund	.01
Police Pension fund	.01
Municipal Electric light fund	.07 1/2
Market house fund	<u>.01 1/4</u>
Total	\$ 1.00

Also that there shall be collected from each male inhabitant liable by law a poll-tax of \$2.00

Section 2: That all taxes shall be collected by semi-annual installments.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

John H. Miller, President.

I hereby certify that the Common Council of the city of Port Wayne Indiana at a regular meeting held on the 21st day of September 1905 by a majority of all the members elect did pass the ordinance hereto attached and known as General Ordinance No. 254.

John H. Miller, President. August M. Schmitz, City Clerk

Presented to the Mayor for approval on the 17th day of October, 1905.

August M. Schmitz, City Clerk.

John H. Miller, President.

An ordinance regulating the reading of electric meters and providing a penalty for the violation thereof.

Section 1: Be it enacted by the Common Council of the city of Port Wayne that it shall be unlawful for any person, contractor or corporation acting electrical customer to utilize of the City of Port Wayne through a meter to read said meter without leaving a copy of the readings with the person charged with the amount of the reading. Any person violating this ordinance shall be fined in any sum not exceeding Twenty Five Dollars (\$25.00).

Section 2: This ordinance to be in full force and effect on and after its passage, legal publication and approved by Mayor.

I hereby certify that the Common Council of the City of Port Wayne Indiana at a regular meeting held on the 10th day of October 1905 by a majority of all the members elect did pass the ordinance hereto attached and known as General Ordinance No. 255. August M. Schmitz, City Clerk. John H. Miller, President.

Presented to the Mayor for approval on the 17th day of October, 1905. Aug. M. Schmitz, City Clerk.

General Ordinance No. 206.

an ordinance extending the city limits and annexing certain territory to the City of Fort Wayne, Indiana.

Introduced by
H. C. Breyhoff.

Action 1: Be it enacted by the Common Council of the City of Fort Wayne, that no territory is annexed to the City or made an Unincorporated part of the same:

beginning at the intersection of the east line of the 2nd Street, in the west line of Eckard Street; thence south on the center line of Avenue, about to the south line of Block No. 4 of High's Addition; east on the south line of said Block No. 4 to the east line of High's Addition; thence north on the east line of High's Addition to the west line of Eckard Street; thence west on the center line of Eckard Street to the place of beginning.

It is further enacted that the property included within the lines herein indicated shall hereafter be within the corporate limits of the City of Fort Wayne, Indiana, and subject to taxation for city purposes.

Action 2: This ordinance shall be in full force and effect on and after its passage and approval by the Mayor and legal publication at the Council Chamber in the City of Fort Wayne, Indiana, on the 28th of November, 1905.

It is further enacted, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 28th day of November, 1905, by a majority vote of all the members elected, did pass the ordinance herein attached and known as General Ordinance No. 206.

John H. Kressig
President.

August M. Schmidt
City Clerk.

Presented to the Mayor for approval on the 6th day of December, 1905.

August M. Schmidt
City Clerk.

Approved this 11th day of December 1905.

Henry C. Breyhoff
Mayor.

general human interest.

1900-1901

$f_{\mu} = \pm \sqrt{1 - \epsilon}$

Constitutive

Cap. 17.

W. J. Smith on 11th June, 1861.

Henry C. Berghoff Mayor

General Orders No. 55.

General Orders No. 55. - In view of the recent developments to
which have occurred in the situation, it is deemed necessary to issue

General Orders No. 55, relating to the conduct of the City of Argentine
and the City of San Antonio, and to such other cities, and to such areas as
the Commandant may designate.

General Orders No. 55, relating to the conduct of the City of Argentine
and the City of San Antonio, and to such other cities, and to such areas as
the Commandant may designate, are as follows: - The right
of way to be used by all railroads, and to be taken by the railroads
in carrying out their contracts, shall be determined by the Commandant in accordance
with the right and usual rights of way of the railroads in accordance
with the railroad and public laws, and the railroads shall be entitled to compensation
for the use of their tracks, trains and rolling stock, commensurate
with the value of the services rendered, and to be determined by the Commandant in accordance
with the railroad and public laws.

General Orders No. 55, relating to the conduct of the City of Argentine
and the City of San Antonio, and to such other cities, and to such areas as
the Commandant may designate, are as follows:

General Orders No. 55.

General Orders No. 55.

General Orders No. 55, relating to the conduct of the City of Argentine
and the City of San Antonio, and to such other cities, and to such areas as
the Commandant may designate, are as follows:

General Orders No. 55, relating to the conduct of the City of Argentine
and the City of San Antonio, and to such other cities, and to such areas as
the Commandant may designate, are as follows: - The Commandant
is directed to issue General Orders No. 55, relating to the conduct of the
City of Argentine, and to such other cities, and to such areas as
the Commandant may designate, according to the law of the
territory, or by a majority vote of all the members of the
House of Commons, Senate, House of Representatives, and
Senate of Argentina, No. 103.

General Orders No. 55.

General Orders No. 55.

General Orders No. 55.

General Orders No. 55.

General Orders No. 55, relating to the conduct of the City of Argentine
and the City of San Antonio, and to such other cities, and to such areas as
the Commandant may designate, are as follows:

General Orders No. 55.

General Orders No. 55.

General Orders No. 55, relating to the conduct of the City of Argentine
and the City of San Antonio, and to such other cities, and to such areas as
the Commandant may designate, are as follows:

General Orders No. 55.

General Orders No. 55.

General Orders No. 55, relating to the conduct of the City of Argentine
and the City of San Antonio, and to such other cities, and to such areas as
the Commandant may designate, are as follows:

General Orders No. 55.

General Orders No. 55.

Dec. 1st, 1866.

The players at that time had no idea what was to be done to keep the horses in mind, so I suggested,

that it should be done by the men who did that in the winter, and they were in about the same
business as the rest of us, so up we went. It was a cold
cold morning, the horses being twice as bad as ever.
We were down to a point 240 miles from the coast and the old
mining & gold feeding road to the California border, long before we had
got into the hills. I do not know exactly where we were at
in the Mts., but probably took intersection with Laramie River.
The horses along the west side of Gunnison River seem to be intersected
with the air in the old mine shafts, and the men
are not to be seen on the road, so we had to go on.
The horses were in the hills all day, and the men
had to stop and sleep, and the horses were to be
left in a bunch, so far as possible, until the next day.
This was a difficult task, as the horses were
about 1000 feet above the valley, and the men
about 1000 feet below, so the horses were
left in a bunch, and the men were scattered
all over the country.

At 10 o'clock the men came back, and the horses were
intercepted, and made to walk back to the valley, and the
men were sent to the valley, and the horses were
left in a bunch, and the men were scattered.

After the horses had been made to walk back to the valley,
the men were sent to the valley, and the horses were
left in a bunch, and the men were scattered, and the horses
were left in a bunch, and the men were scattered.

After the horses had been made to walk back to the valley,
the men were sent to the valley, and the horses were
left in a bunch, and the men were scattered, and the horses
were left in a bunch, and the men were scattered.

After the horses had been made to walk back to the valley,
the men were sent to the valley, and the horses were
left in a bunch, and the men were scattered.

After the horses had been made to walk back to the valley,
the men were sent to the valley, and the horses were
left in a bunch, and the men were scattered.

Henry C. Berghoff player

Journal volume 1, 1900.

Best wishes sincerely for the happy incidents filling the days which indicate shall continue to repeat until I am by Mr. Mayes' side, in mine to banish all ugly purposes.

Section 8: This ordinance shall be in full force and effect from and after its passage as aforesaid in the Mayor and legal publication.

Frances E. Perrelli

The Firemen.

Done at the Council Chamber in the city of Fort Wayne, Indiana, on the 5th day of December, 1911.

We hereby certify, that the Common Council, at a regular meeting held on the 28th day of January, 1853, by a majority of all members elect, did pass the Ordinance hereto attached and known as General Ordinance No. 29.

Lee N. Pfeifer

August M. Smith

President.

Lily Clark.

Received to the Mayor for approval on the 6th day of January 1901.
August W. Schmidt

August W. Schmidt

City Park

Returned with my veto

(Approved this 11th day of December, 1905.)

Henry C Berghoff, Mayor.

Carried over the majority who by a vote of two thirds of all members present elected President 12-19-85

General Ordinance No. 261.

Introduced by
W. J. Nibbles

An ordinance approving a certain contract and agreement entered into by and between the Toledo and Chicago Interurban Railway Company and the Board of Public Works in behalf of the City of Fort Wayne, Indiana, on the 27th day of November, 1905.

Whereas, on the 27th day of November, 1905, the Board of Public Works of the City of Fort Wayne, Indiana on behalf of the City, for the purpose of carrying passengers and freight, did, by resolution No. 16, adopt the following ordinance:

This department made and subsisted unto this 27th day of November, 1905 by and between the City of Fort Wayne, Indiana (hereinafter called "the City") by and through its Board of Public Works, to turn the said road, and The Toledo and Chicago Interurban Railway Company (hereinafter called "the Interurban Company"), parties to the same, and the said road in consideration of the services now and hereafter to be rendered and performed for the City contained, it is resolved as follows:

1. It is hereby ordained and enacted by the Board of Public Works in the City of Fort Wayne to The Toledo and Chicago Interurban Railway Company, its successors and assigns, to run and operate in the City upon and over such of the tracks and lines of the Wabash Valley Railroad Company, its successors and assigns, as may be permitted by contract between said companies in accordance with subdivision 1 of Section 11 of contract between the City of Fort Wayne and the Fort Wayne Terminal Company, its successors and assigns, approved by Council December 2nd, 1902, and so as to afford the said Interurban Company, party to the said contract, a suitable and convenient entrance, into and through said city, and returning thence to its tracks within said city, and so as to reach and use any passenger or freight station or depot or terminal maintained by the said Fort Wayne and Wabash Valley Railroad Company, its successors and assigns; provided, however, that if any change or change is made in said tracks or either of them, such change being made within a part of the route covered by this contract, provided, however, that the Fort Wayne into said city by said Interurban Company can be given, where and upon such tracks and lines as said Interurban company may say, its successor, its successors and assigns, can be given or a road bed maintained on Wells street from Huffmire street to Superior street, and on Superior street from Wells' street west to Calhoun street, and on Calhoun street from Superior street south to Main street, including any extension of said line and tracks to the west line of Wells street as provided for in Section 11 of a contract by and between the said City of Fort Wayne and the said Fort Wayne and

164

upon, the successive mid-mayes approved, in the month of the
said may 1862, 1863, 1864, 1865.

The said rail road company were and are, and remain so, and convenient to successfully operate and connect with the tracks,
wires and other appliances of the Fort Wayne and Indiana Valley
Railroad Company.

3. The said Interurban Company, party of the second part herein estab-
lished, shall not be liable to any person or persons for damage or loss
in suitably upon its said lines and all tickets sold for passage
from said city of Fort Wayne by the Fort Wayne and Indiana Valley
Railroad Company, or by the said Interurban within the corporate
limits of the city of Fort Wayne on the care of said Company's part, of
which said rail road the interurban care of said Interurban Company
shall be required to stop for or carry local passengers within said
city and said Company, its successors and assigns, may reserve its
interurban care for the exclusive use of its interurban passengers.
All local interurban cars shall stop for the receipt and discharge
interurban passengers at two places before the city limits
of the central passenger station of said Interurban Company
in said city; said two stopping places shall be designated by the
Interurban Company and approved by the Board of Public Works;
this provision shall not apply to the limited care of said
Interurban Company.

3. Said Interurban Company, party of the second part may at
all times carry in its passenger cars or in any suitable com-
partment thereof, provided for such purposes, or in any rail express
or mail cars of the same general size and construction as a passenger
car, as to the windows, doors, and inside finish and the
method of said car, such baggage belonging to its passengers, being
placed in such cars as is usually allowed to be carried by
passenger in care of steam railroad companies, and also packages
of mail, merchandise, express and freight matter which can
be carried in the kind of car hereinbefore described, wooden boxes
and no live animals of the kind commonly termed live stock shall
be carried in any such car or in any such compartment at any
time; and provided further that all baggage other than hand baggage
and express matter shall be delivered at the station or terminal
of passenger train and all merchandise and freight matter so
aforeaid shall be delivered at the station or terminal located on
the freight line herein referred to or at the freight station maintained
by said party of the second part or said Fort Wayne and Indiana Valley
Railroad Company, its successors and assigns; and in no case

take any of such vessel, but shall have among or annexed a master,
governor or steward, added to number of crew, who, the 1st day
of January or thereafter, shall be entitled to public grounds of ministry except as and so far as
any of them may be provided, that not less than seven cars may be run inwards
one train at a time, without the consent of the Board of Public Works.

It is rare to see our friends who by and large are an urban people
of the comfortable class, share so spontaneously these views. We
improve daily, every day, but by name, you can scarcely find the
cabinet friend to which this question belongs, and it is so often left over
as to render the public at large less and less interested in it.
I have seen no one take up my work more heartily than Mr. [unclear]
with his brilliant and bold ideas. I am to take up my new
Apparatus, and in the meantime, I am sure that the name of the business
will remain the same; nothing at all to do with or will ever
have to do with that. I am not now, nor have I ever been
involved in any of those or any other, and I have a right to be
so. I hope to be able to get the apparatus, and I have
no doubt, my time to buy me some documents, and enough
to go on, without any difficulty. I am not able to
make this article a success, and to make this business a
success, I must keep the machinery as well from me as
possible, and if the cabinet friend does not do so, I shall
be compelled to withdraw myself from it. I have no
confidence in him, and he has no confidence in me.

to our state to all those at the meeting of the 18th inst.
and I hope you will do the same. I hope you will
not be put off by the difficulty of getting books written
so long as one finds them in the Boston Library,
its collection and unique, for the purpose of taking copies of
the documents, & go on to see what other books & other material
you may be able to find. I hope you will be able to con-
sistently make your collection of documents & books
and so to have a rich collection of the best and
rarest & most valuable and interesting history of the country.

to let each subscriber a copy part of the newspaper, shall
be required at no time to pay the 30 c sum not to amounting to
unlike public taste or the interest of public welfare, at any

6. It is agreed, on the part and stock of said company, to have the same, or any part thereof, sold by said Indiana Company, for the sum of one thousand dollars, and to be entitled to the truck in all cases as to any where or any road, from and to which place, street or otherwise, shall be sent to or taken from, said road, train or vessel, except the stock cars shall not pay to said road or vessel any price whatever or for carrying or transporting with any of the cars of said Indianapolis Company, or driving or stopping or running to or from at a slow pace or stopped upon such, said road, train or vessel, and in upon along series of rear trucks or said road, being subject to the performance of the said contract as to said road or vessel.

7. It is further agreed, on the part and stock of said company, to have the same, and to the value of the cost of said Indiana, and the same may continue, of the City of Port Wayne, and to all other public authorities relative to the management, direction or control of its road so far as the same relate to the safety and health of its passengers and the public.

8. It is also agreed, on the part and stock of the said company, to have the same, and to the value of the cost of said Indiana, and undertaking to said Indianapolis Company, Party of the second part, to build an interurban railway line from the city of Garrett, Indiana, to the City of Port Wayne, Indiana, and that all the rights and franchises granted herein by said party of the first part to said Indianapolis Company, to have the same paid and to remain to and with the said company, until and unless the cost of the same, plus and net, and contracted with an operator and railway, from the city of LaGrange, Indiana, to the City of Port Wayne, Indiana, on or before the 27th day of February, 1906, because of account of the break down, negligence or unavoidable delay, in which event the Board of Public Works of said City may grant a reasonable extension of time, to which that in case is left open to the Board of Public Works of the Toledo and Cleveland Interurban Railway company, its successors and assigns, shall at any time during the term of this contract, fail or refuse to operate its said cars over the portion of Well's street, accepted by said Indianapolis Company, its successors and assigns, for an entrance into said city, within the present or future limits of said city, for a period of three months, then all rights and franchises herein granted as to said portions of said lines on said last mentioned street, unless operated, shall be forfeited, and such contract as to such lines, or parts thereof, become null and void.

9. Such Interurban Company agrees to pay to said city, or any part of the said city from all loss and damages of every kind occurring with the running or operation of its cars within the said city and shall pay to the City of Fort Wayne a good and sufficient sum in the sum of One Thousand Dollars (\$10,000.00) with good and sufficient security to be affixed thereto, a Public Works Conditioned that the said public works company further, to second part, shall within six months and previous to said date, pay to said city all damage and other sums of money which under the terms of this contract it may become liable to said city; and said sum shall remain from time to time during said period in the disposal of the said Board of Public Works of said city, so long, in the opinion of said Board, as to supply the said board and city with no imminent danger against said company in respect of said city, but by such means necessary in the opinion of said Board, so far as said company may, within six months, and previous to said date, discharge its debts, demands or suits, and to pay to said city all damage and other sums of money which under the terms of this contract it may become liable to said city, so long as the same may remain, the rights under this contract shall not be affected by reason of any alteration in the organization of the said city, and the name of the corporation or style, which a trustee may be substituted in any event of insolvency.

10. It is further agreed, is, and is inserted in, Section 2 of this contract, that all the rights and privileges to said board of the second part, its successors and assigns to use and operate its cars and lines of cars shall remain in the said public works company, Fort Wayne, I. L., or its successors and assigns, in said city, until written in the Board of Public Works, Fort Wayne, Indiana, this tenth day of January, the year, one thousand eight hundred and forty-four, recognizing and continuing that such limitations of time in case of the preceding and governing Conditions, of the original contract, shall be succeeded and superseded, that at the expiration of time named it will be given notice to all parts of the company and successor in said city to withdraw its cars from the said city controlled, to leave the operation of its said cars and withdraw the same from the said city, and assignee of said city, and to do certain acts and things at their time to come and to serve and obey all rules, or under the ground, or in any made.

11. Said Interurban Company, its successors and assigns whenever any part or any part thereof die, will, the said Interurban Company,

In accordance with notice, was constructed and overhauled after its natural break in front of said city, and is back to the said city, said park with the same material used in its original, the remainder of said street, to the point between its ends, including the spaces between the two new ends, are covered by wood blocks and the same made up by reason of the width of the said street, in a single block, and will maintain the same in a fair and safe repair and position, a said street when and as often as the remaining portions of said street are paved by the city. All such paving to be done and so according to the specifications both as to materials and manner, as may be provided by the Board of Public Works under the specifications of the City civil engineer; it being understood and agreed further, that said Indiana Lignite, &c., association, or citizens, shall not be required to pave, repair or maintain said street, and shall bill with any work expense, extra, or in any other manner than the remaining portions thereof are paved and all poles used and maintained upon said said street shall be.

In witness whereof said parties hereto set their hands and seals this 27th day of November, 1905.

Cities of Fort Wayne.

Ed. Teller & Geissman

H. W. Donimuean

H. C. Zollinger

Board of Public Works.

For Indiana Lignite Suburban Company:
H. E. Leagre, President.

Attest: Franklin L. Melchiorius,

Secretary.

Section 1:- Be it ordained by the Common Council of the City of Fort Wayne, that the contract and agreement herebefore to wit, on the 27th day of November, 1905, made and entered into by and between the City of Fort Wayne, Indiana, through its Board of Public Works, and the Indiana and Chicago Suburban Company, as fully set out in preamble hereunto, be and the same is hereby in all things confirmed and ratified.

Section 2:- This ordinance shall take effect and be in full force and effect from and after its passage and approval by the mayor.

H.A. Miecke.

Done at the council chamber of the city of Fort Wayne, Indiana, on the 12th day of December, 1905.

Do hereby certify, that the common council of the city of Fort Wayne, Indiana, at a regular meeting held on the 10th day of December, 1903, by a majority vote of all the members elected did pass the ordinance herein attached and known as General Ordinance No. 261.

John N. Krieger,
President.

August H. Schmitz
City Clerk.

Presented to the mayor for approval on the 19th day of December, 1903.

August H. Schmitz
City Clerk.

Approved this day of December, 1903.

General Ordinance No. 262.

Introduced by the ordinance extending the city limits and annexing certain territory to the City of Fort Wayne, Indiana.

Section 1:- Be it enacted by the Common Council, the Mayor, Fort Wayne, Indiana, that the territorial limits of the city be and are hereby fixed and extended as follows:

Beginning at the point of intersection of the center line of Koch Street and the center line of Archer Avenue; thence running in a northerly direction along the center line of Koch Street to the center line of the northwesterly Avenue, so called; thence due along the center line of the northwesterly Avenue, so called; thence due along the center line of the southwesterly Avenue, so called, thence running in a northerly direction parallel with Koch Street, east or west, to a point on the south rail of the Clinton Street, so called, thence running in a westerly direction to the south rail of the city street, so called, at the line of south rail of the city street, so called, to a point on the south rail of the Canal Street, so called, and the west line of the Canal Street Addition to its west corner on the present city limits; thence westerly following the present city limits to the point of beginning.

Be it further enacted that the property included within the lines herein indicated shall forever be within the corporate limits of the City of Fort Wayne, Indiana, and subject to taxation for city purposes.

Section 2:- This ordinance shall be in full force and effect on

its passage and its approval by the Mayor and legal publication
Walker E. Cook.

Done at the Council chamber in the city of Fort Wayne, Indiana, on the
12th day of December, 1905.

We hereby certify, that the Common Council of the city of Fort Wayne,
Indiana, at a regular meeting held on the 12th day of December, 1905,
by a majority vote of all councilmen elected, did pass the ordinance
hereunto attached and known as General Ordinance No. 263.

Wm. A. Kinder,

President.

Michael H. Schmitz

Clerk Clerk.

Presented to the Mayor for approval on the 19th day of December, 1905.

Michael H. Schmitz

Clerk Clerk.

General Ordinance No 263

Section 1:- An ordinance requiring the City Clerk to execute
a bond to the City of Fort Wayne for the faithful
performance of his duties, and fixing the amount thereof.

Section 1:- Be it ordinance, the Common Council of the
City of Fort Wayne, Indiana, doth ordain, that the Clerk be, and he is hereby
required to execute to the City of Fort Wayne a bond in the
sum of Five Thousand Dollars (\$5000.00), with good and
sufficient sureties, which bond to be approved by the Mayor
and filed with the Department of Finance.

Section 2:- This ordinance shall take effect, and be in full
force from and after its passage, and approval by the
Mayor of the City of Fort Wayne

Michael Kinder

Done at the Council chamber in the city of Fort Wayne
Indiana, on the 9th day of January, 1906

I hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 9th day of January 1906, by a majority vote of all the members elect, did pass the ordinance hereinunto attached, and known as General Ordinance No 263.

W.C. Schivius
President

A Frank Mangovas
Secretary

Presented to the Mayor for approval on the 17th day of January 1906

A Frank Mangovas
Secretary

Approved this 17th day of January 1906

William J. Tracy
" Mayor

January 17th 1906.

Introduced by Michael Binder
An ordinance requiring the Secretary or chief Clerk of the Waterworks Department to execute a bond to the City of Fort Wayne for the faithful performance of his duties, and fixing the amount thereof.

Section 1. Be it ordained by the common council of the City of Fort Wayne, that the Secretary or chief Clerk of the Waterworks Department be and he is hereby required to execute to the city of Fort Wayne a bond in the sum of Twenty Thousand Dollars with sufficient sureties.

Section 2. That the bond provided for by this ordinance be approved by the Mayor, and filed with the Department of Finance.

Section 3. This ordinance shall be in full force and take effect from and after its passage and approval by the Mayor of the City of Fort Wayne.

Michael Binder.

Signed at the council chamber in the City of Fort Wayne Indiana on the 9th day of January 1906

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We hereby certify, that the common council of the city
of Fort Wayne Indiana at a regular meeting held
on the 9th day of January 1906, by a majority vote
of all the members elect, did pass the ordinance
hereunto attached and known as General
Ordinance No. 265.

W. C. Schreier
President

J. Frank Mengovian
City Clerk

(Presented to the Mayor for signature on the 17th day of Jan. 1906)

J. Frank Mengovian
City Clerk

Approved this 17th day of January 1906

William F. Rosey
Mayor

General Ordinance No. 265

An ordinance requiring the commissioners and
the City Marshal Secretary of the Department of Health and Charities
to execute bonds to the City of Fort Wayne for the
faithful performance of their duties and fixing the
amount thereof.

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne, That the Secretary of the Department of Health
and Charities be and he is hereby required to execute to
the City of Fort Wayne a bond in the sum of Two Thousand
Dollars \$2000⁰⁰ with sufficient sureties.

Section 2. That the commissioners of the Department of Health
and Charities other than the secretary thereof shall be and
they are hereby required to execute to the City of Fort Wayne
a bond in the sum of One Thousand Dollars (\$1000⁰⁰)
with sufficient sureties.

Section 3. That the bonds provided for, and required, by this
ordinance are to be approved by the Mayor and filed
with the Department of Finance.

Section 4. This ordinance shall take effect, and be in full force, from and after its passage, and approval by the Mayor of the City of Fort Wayne.

18th day of January, 1906.

Done at the Council chamber in the City of Fort Wayne, Indiana, on the 9th day of January, 1906.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 9th day of January, 1906, by a majority vote of all the members elect did pass the ordinance herein attached and known as General Ordinance No 365.

W.C. Schriener
President

J. Frank Mengovas,
Secretary

Presented to the Mayor for approval on the 17th day of January, 1906.

J. Frank Mengovas,
City Clerk

Attest, W.C. Schriener, 17th day of January, 1906.

W.C. Schriener
President

Ordinance approving a contract entered into to and between the city of Fort Wayne, through its Board of Public Works and the Fort Wayne and Wabash Valley Traction Co., for the lighting of the streets of the city of Fort Wayne during the year 1906.

Whereas on the 1st day of January, 1906, the Board of Public Works of the city of Fort Wayne, Indiana, on behalf of the city entered into the following agreement and contract,

This agreement made and entered into this first day of January, 1906, by and between the city of Fort Wayne, by and through its Board of Public Works, of the first part and the Fort Wayne and Wabash Valley Traction Co., of the second part, witnesseth that;

Whereas, a certain written agreement was made on

Whereas, by section 7 of said contract it is expressly agreed as follows:-

Subject to the above conditions, the City agrees to renew this contract for street lighting from year to year on the same terms and conditions as provided in Sections 3 and 4 if so desired by the said first party.

of d'Albres, all the rights and privileges and franchises
under and by virtue of said contract and all the property
now in Fort Wayne Electric Light and Power Company have
hereinafore been sold assigned and transferred to the said
Fort Wayne and Wabash Valley Traction Company
which is desirous of renewing said contract for another period
of one year from the first day of January 1906 as
indicated in said contract.

Now, Therefore, it is hereby agreed by and between the parties
herein, that the said contract for the renting to said city for the
lighting of the streets, alleys and Public places of the arc
lamps desired and ordered by said city shall be renewed
for a period of one year from the first day of January 1906
to the first day of January 1907 on the same terms and
conditions as provided in Sections 3 and 4 of said contract
so entered into between said city and the Fort Wayne
Electric Light and Power Company.

In witness whereof, said parties have hereunto set their hands and seal this first day of January 1906 in duplicate.

Fort Wayne and Wabash Valley Traction Company

General Manager

The City of Fort Wayne Indiana

By: Edward J. Lennon
James Schowaty
George Brosius
Board of Public Works

Section 1: - This ordinance was ordained by the Common Council of the City of Fort Wayne Indiana, After due read and agreement herefore, to wit: on the first day of January 1906 made and entered into by and between the city of Fort Wayne Indiana through the Board of Public Works and the Fort Wayne and Wabash Valley Traction Company as fully set out in the preamble hereto be and the same is hereby in all things agreed.

Section 2: - This ordinance shall take effect and be in full force and will after it's passage and approval to the Mayor.

Done at the Council Chamber in the city of Fort Wayne Indiana on the 23rd day of January 1906.

We hereby certify, That the Common Council of the city of Fort Wayne Indiana at a regular meeting held on the 23rd day of January 1906, by a majority vote of all the members elected for a the ordinance hereunto attached and known as General Ordinance No. 2.

John S. Johnson

President

J. Frank Thompson

Clerk Clerk

Presented to the Mayor for approval on the 29th day of January 1906

J. Frank Thompson
Clerk Clerk

Approved this 31st day of January 1906

William J. Rosey
Mayor

2' o'clock P.M. Feb 26.

At 1st and 2nd Streets
On sidewalk, or in front of sidewalk, poles and
telephone, drinking fountains for advertising signs and banners,
and posting advertisements.

Section 1:- Be it ordained by the Common Council of the city of Fort Wayne; That it shall be unlawful for any person firm company, corporation or association, to display or permit to be displayed by posting or pasting an advertisement, bill, hand-bill or other advertising matter attached by paste tacks, nails, or in any other manner either directly or indirectly, to any sidewalk, telephone pole, telegraph pole, street railway pole, interurban railway pole, electric light pole or public drinking fountain, within the corporate limits of the city of Fort Wayne.

Section 2:- That it shall be unlawful for any person firm company, corporation or association to paint or write or cause to be painted or written any advertisement, sign or character, upon any sidewalk, telephone pole, telegraph pole, street railway pole, interurban railway pole, electric light pole or drinking fountain, within the corporate limits of the city of Fort Wayne, Indiana. Provided however, that the owners of such telephone poles, telegraph poles, street railway poles, interurban railway poles and electric light poles may display upon such poles, the sign, "Pact no Bills".

Section 3:- That it shall be unlawful for any person firm company, corporation or association within the corporate limits of the city of Fort Wayne, to display or permit to be displayed, any streamer, banner or other sign either for advertising or other purposes, supported by, or attached to any telephone pole, telegraph pole, street railway pole, interurban railway pole or electric light pole, except such signs as are necessary to inform the public where street cars or interurban cars stop to receive passengers or permit passengers to alight.

Section 4:- That it shall be unlawful for any person firm company, corporation or association, holding a franchise granted by the city of Fort Wayne, to permit, or let, either with or without consideration, the use of its telephone pole, telegraph poles, street railway poles, interurban railway

Sole or electric light poles in and along the public streets
and alleys of said city, for advertising purposes.

Section 5:- That any person, firm, company, corporation or
associations violating any of the provisions of this ordinance,
shall, upon conviction thereof, be fined in any sum not
exceeding One hundred Dollars.

Section 6:- All ordinances and parts of ordinances in conflict
herewith are hereby repealed.

Section 7:- This ordinance to be in full force and effect from
and after its passage, approval by the Mayor and the
legal publication thereof.

Walter E. Bowditch

Done at the Council Chamber in the city of Fort Wayne
Indiana on the 23rd day of January,

We, Frank W. Munro, a member of the City Council of the City of
Fort Wayne Indiana at a regular meeting held on the
23rd day of January 1906, by a majority vote of all the
members present, did pass the ordinance hereto attached,
and it is now Levee Council Ordinance No. 1.

Frank W. Munro
President

Frank W. Munro
City Clerk

Presented to the Mayor for signature on the 29th day of
January 1906

Frank W. Munro
City Clerk

On the 29th day of January 1906
William J. Morris

General Ordinance No 268

Introduced by An ordinance extending the city limits and annexing certain
territory to the city of Fort Wayne Indiana.

Section 1:- Be it enacted by the common council of the city
of Fort Wayne Indiana, that the territorial limits of the city
be and are hereby fixed and extended as follows.

Beginning at the point of intersection of the east line of the
right-of-way of the Lake Shore and Michigan railroad
with the present city limits, thence southward following the
said east right-of-way line to its intersection with the
south line of section 3, T. 30 N.R. 12 east; thence east
along said section line to its intersection with the west
bank of the St. Marys River. Thence northeast following
the meanderings of the St. Marys River to its intersection
with the present city limits line, thence west along the present
city limits to the place of beginning.

Be it further enacted, That the property included within
the lines herein indicated shall hereafter be within the
corporate limits of the city of Fort Wayne Indiana and
subject to taxation for city purposes.

Section 2:- This ordinance shall be in full force and effect
on and after its passage and its approval by the Mayor
and legal publication

Walter E. Clegg

Done at the Council Chamber in the city of Fort Wayne Indiana
on the 23rd day of January, 1906.

We hereby certify, That the common council of the city of Fort
Wayne Indiana at a regular meeting held on the 23rd
day of January, 1906, by a majority vote of all the members
elect did pass the ordinance hereinabove attached, and known
as General Ordinance No 268.

W.C. Schewir
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 29th day of
January 1906

J. Frank Mungovan City Clerk

Approved this 31st day of January 1906
William J. Hasey Mayor

Lemont Ordinances No 3169

Introduced by J. H. C. Cook An ordinance extending the city limits and amending certain
territory to the city of Fort Wayne Indiana as amended January
23rd 1906

Section 1: Be it enacted by the Common Council of the city
of Fort Wayne Indiana that the city limits of the city be and
are hereby fixed and extended as follows:

Commencing at the intersection of the center line of Glasgow
Avenue with the intersection of the center line of Maumee Avenue
thence east along the center line of said Maumee Avenue to
its intersection with the center line of Edsall Avenue, so called;
thence south on the center line of Edsall Avenue so called
to its intersection with the center line of New Haven Avenue, so
called; thence east on the center line of New Haven Avenue so
called to its intersection with the center line of Stone Street,
so called; thence south on the center line of Stone Street, so called,
to its intersection with the center line of Pontiac Street; thence
west on the center line of Pontiac Street to its intersection with
the north line of the right-of-way of the Grand Trunk, Fort Wayne
and Western Railroad; thence northwest following said north
right-of-way line to its intersection with the present city limits
line; thence following the present city limits line to the place
of beginning.

It is further enacted, that the property included within the
lines herein indicated shall hereafter be within the
corporate limits of the city of Fort Wayne, Indiana and
subject to taxation for city purposes.

Section 2: This ordinance shall be in full force and effect
on and after its passage and its approval by the mayor
and legal publication

Walter E. Cook

I will at my request remain in the city of Fort Wayne,
Indiana on the 23rd day of January, 1906.

We hereby certify, That the Common Council of the city of
Fort Wayne Indiana, at a regular meeting held on the
23rd day of January 1906, by a majority vote of all the
members elected did pass the ordinance hereto attached and

Known as General Ordinance No 269

H. L. Schuett
President

J. Founds, Treasurer,
City Clerk

Presented to the Mayor for approval on the 29th day of
January 1906.

+ Frank V. Mungovan
City Clerk

Vetoed by the Mayor. See the Mayor's communication dated
January 31st 1906.

The Ordinance failed to pass over the Mayor's veto by a
vote of two thirds of all councilmen elected on February 13th 1906.

General Ordinance No 270

Introduced by
H. L. Schuett

An ordinance approving a contract entered into between the
city of Fort Wayne, through its Board of Public Works and
Fred Neibell.

Whereas on the 13th day of February 1906 the Board of Public
Works of the city of Fort Wayne Indiana on behalf of the city and
Fred Neibell entered into the following contract.

F. D. Wayne, Indiana February 13 1906.

This agreement made and entered into this 13th day of
February 1906 by and between the city of Fort Wayne by and
through its Board of Public Works, party of the first part and
Fred Neibell party of the second part. Witnesseth:
That in consideration of the mutual covenants hereinafter
agreed, the party of the second part agrees to drill and
cause to be drilled for the said city said number of wells
not less than three (3) as may be desired by said City
acting by and through its said Board of Public Works
such wells to be eight inches (8) in diameter from top to
bottom, and the best quality of heavy eight inch (8) wrought iron
drill pipe to have nominal weight of not less than twenty
eight pounds (28) per foot, and all pipe used in the drilling
and maintaining of said wells to be protected by first class
steel sheathing to prevent damage while driving to rock and to
enable the pipe to be driven into the rock the proper distance

to insure its being tight so as to shut off any seepage of surface water, each joint shall be firmly secured together one and one-quarter inch (1 1/4) into the coupling with red lead in each joint, and a vacuum gauge must be used on each well to show the number of feet lift it may take.

And it is further agreed by the party of the second part that he will use the newest and latest improved machinery in drilling any of the above wells and which will enable him to avoid all delay due to breakage and shall provide new tools for drill in such manner as to do away with risks, and customary accidents in pushing of the holes, all the casings must be driven into the bed rock so as to shut off all surface water.

And it is expressly understood and agreed by the party of the second part, that if sand runs into the well it will be worthless, and the said Board of Public Works in giving their endorsement, however it is not owing and all wells unless so drilled and constructed as to prevent the infiltration of sand and surface water, and in constructing and drilling of such well the same party agrees to knock off twenty five hours of labor on every four hours' construction of wells of this size, and must have had practical skill or else will experience some misfortune constantly occurring at any works to be so constructed until the sufficient depth as hereinbefore designated shall be attained.

And it is further agreed that the party of the second part that each well after the same is started shall stand upright until it is clean and free from dirtiness, and after the well is so cleaned and freed from dirtiness by the party of the second part it must be left to stand at least fifteen minutes to show whether or not it is in a perfect condition, and properly drilled and whether or not it leaks. If the same leaks said Board of Public Works is hereby expressly given and reserved the power to refuse to accept same, and if it cannot be made tight, any loss by reason of expense of material or labor in construction of any such well, shall be the loss of second party.

And it further agreed by the party of the second part that all wells to be constructed by him under this agreement are to be located at such places as may be designated by the said Board of Public Works.

And it is hereby further agreed by the party of the second part that he will cause to be drilled and constructed any number of wells not less than three in this manner, and of the material and by kind of laborers above specified and described, and will

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beginning drilling and completion of three of said wells
not later than the 19th day of February, 1906, and the said
three wells are to be completed and ready for acceptance and in
good working order within thirty days from that time, and any
and all further wells that said Board of Public Works may
desire to be constructed and drilled under this contract.
Shall be completed and ready for acceptance and in good
working order within thirty days from such time as the said
Board of Public Works may notify said party of the second
part to cause the same to be drilled and constructed
and said second party agrees to commence the drilling
and construction of such wells within ten days from the
time that he may be so requested to do by the said Board of
Public Works. all wells constructed by the party of the
second part under this agreement shall be of said depth
as may be designated by the said Board of Public Works
not less than one hundred feet (100) nor more than three
hundred feet (300) and in case said Board of Public Works
may deem it necessary to suspend operations on the
construction of any one or more of said wells for the purpose
of making tests as to the capacity thereof. The said second party
agrees to cause said test to be made and to furnish all necessary
suitable testing apparatus to make any such test as may
be so deemed necessary by the said Board and said second
party agrees to make such test and to furnish such apparatus
at his expense.

And it is further agreed by the said second party that he
will furnish all necessary suitable fuel, water, material, labor,
machinery and other apparatus in the successful drilling of
said wells.

And it is further understood and agreed by the parties hereto
that said city shall pay to said party of the second part for each
of the wells to be so constructed under this contract, and which
shall be accepted by the said Board of Public Works the sum
of \$1.65 for each foot thereof from the top of the ground to
the bottom of said well, and said second party agrees to accept
said sum in full payment of all work and labor performed
and material furnished in the construction and drilling
of said wells as provided in this contract. Said payment
to be made to the party of the second part within thirty
days from the time of the completion of all of such wells
and the acceptance thereof by the said Board of Public Works.

And it is further agreed by and between parties
hereto that in case it becomes necessary at any time to give

the party of the second part, an extension of time in the completion of any wall or walls under this contract, said Board of Public Works may in its discretion grant such extension of time as it may deem proper and this contract shall not be binding upon the party of the first part until said party of the second part has executed and delivered to said Board of Public Works a bond payable to the city of Fort Wayne in the sum of one thousand dollars (\$1000⁰⁰) with sufficient surety to be approved by the said Board of Public Works, conditioned for a careful and faithful performance of all the terms and conditions of this agreement by said party of the second part.

witness our hands and seal

Board of Public Works	Edward J. Morris H. C. Schlueter John Brossius
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Frank Weibel, Seal

Section 1. Be it enacted by the Common Council of the City of Fort Wayne that the contract heretofore on the 15th day of February 1906 made and entered into by the City of Fort Wayne and through its Board of Public Works and Frank Weibel as is fully set out in the preamble hereto, be and it is hereby,

in all things confirmed and allowed.

Section 2. That this ordinance be in full force, and take effect from and after its passage and approval by the Mayor

William A. Bayes

Signed at the Council Chamber in the City of Fort Wayne
Indiana on the 19th day of February 1906

We hereby certify, That the common council of the City of Fort Wayne Indiana at a regular meeting held on the 19th day of February 1906 by a majority vote of all members elect, did pass the ordinance herein attached and known as General Ordinance No 270.

H. C. Schlueter
President

J. Frank Minogean
City Clerk

Presented to the Mayor for approval on the 19th day of February 1906
J. Frank Minogean
City Clerk

Approved this 21st day of February 1906
William A. Bayes
Mayor

General Ordinance No 271

An ordinance declaring it unlawful to permit prostitutes to loiter in saloons and providing a penalty, and forfeiture of license, for its violation.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, That it shall be unlawful for any person or persons owning or keeping a Saloon or other place where intoxicating liquors are sold, bartered, or given away, within the limits of said city, or within four miles of the corporate limits thereof to permit, suffer, or allow any woman of unchaste character for the purpose of soliciting prostitution, or any prostitute to be or loiter in said saloon or other place, or upon the premises where said saloon or other place is situated.

Section 2. That for the violation of any of the provisions of this ordinance by any person or persons the Mayor of said city may, in his discretion revoke or suspend the City license under which said saloon or other place is trans conducted.

Section 3:- That any person or persons violating any of the provisions of this ordinance shall, on conviction, be fined in any sum not exceeding Fifty Dollars.

Section 4:- This ordinance shall be in full force and take effect, from and after its passage, approval by the Mayor and publication once each week for two consecutive weeks in a newspaper of general circulation printed and published in said city,

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 13th day of February, 1906.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 13th day of February, 1906, by a majority vote of all the members elected did pass the ordinance herein attached and known as General Ordinance No 271.

N.C. Schiviss
President

J Frank Mungowan
City Clerk

Presented to the Mayor for approval on the 19th day of February 1906

J Frank Mungowan
City Clerk

Approved this 21st day of February 1906

William J. Hooley
Mayor

General Ordinance No. 279

Introduced by W. Schlueter An ordinance providing for the licensing of microscope parlors, Penny arcade or similar places of amusement and amended February 27th 1906.

Section 1: No Person, firm or corporation shall keep within the city of Fort Wayne any public room, place or establishment commonly known as microscope parlor, penny arcade or any similar place of entertainment unless such person, firm or corporation shall have first procured a license therefor as hereinafter provided.

Section 2: Any person, firm or corporation desiring to keep or conduct what is commonly known as a microscope parlor, penny arcade or similar places of amusement for entertainment shall make a written application for a license therefore to the City Comptroller which application shall contain the name of the applicant, the location of the proposed room, place, or establishment, and the nature of the business proposed to be conducted.

Section 3: Upon the same license, with the preceding section and payment to the City Treasurer of the following sum for Fifty Dollars (\$50.00) for one year, Ten Dollars (\$10.00) for one month, Five Dollars (\$5.00) for one week, or Three Dollars (\$3.00) for one day, and upon delivery of the receipt of said Treasurer for the same, the City Comptroller shall issue to such applicant a license to operate such microscope parlor, penny arcade or other similar place of entertainment for such length of time.

Section 4: Every such license when granted shall contain a description of the room or rooms, or place or establishment where the business thereby licensed is to be carried on shall be personal to the licensee and not transferable, shall only be good at the location therein specified and shall be posted in a conspicuous place in the establishment thereby licensed.

Section 5: Any person, firm or corporation violating or refusing to comply with any of the provisions of this ordinance or conducting the business aforesaid without a license, shall upon conviction thereof, be fined not less than Ten Dollars (\$10.00) nor more than Fifty Dollars (\$50.00) for each and every offense.

Lecture 6: This license which may be granted under the provisions of this ordinance may be revoked at any time by the Mayor at his option.

Lecture 7: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

N. L. Clegg
City Clerk

Done at the County Chamber in the City of Fort Wayne
Indiana on the 2nd day of February 1906

I do hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 27th instant of February 1906 by a majority vote of all the members elected, did pass the ordinance hereinunto attached and known as General Ordinance No 272.

H. C. Schuyler
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 5th day of March 1906
(Frank Mungovan
City Clerk)

Dated this 10th day of March 1906

William J. Rosey
City Clerk

L. C. M. Ordinance No 273

Introduced by W. Schlueter An ordinance prohibiting the emission of dense smoke as amended March 13th 1906

Section 1st The emission of dense smoke within the city from the smoke stack or chimney of any building or premises, excepting for a period of fifteen minutes in any one hour during which the fire box is being cleaned out, or a new fire being built therein is hereby declared a nuisance and must be summarily abated by the board of Public works. Such abatement may be in addition to the fine hereinafter provided.

Section 2nd Any person or persons or corporation owning operating or in charge or control of any building or premises who shall cause or permit the emission of dense smoke within the city from the smoke stack or chimney of any building or premises so owned controlled or in charge of him, her, or them, except for a period of fifteen minutes in any one hour during which the fire box is being cleaned out, or a new fire being built therein shall be deemed guilty of a violation of this ordinance and upon conviction thereof shall be fined not less than ten dollars (\$10.00) nor more than fifty dollars (\$50.00) for each offense, and each day of such emission of dense smoke shall constitute a separate offense.

Section 3. This ordinance shall be in force and take effect from and after January 1st 1907 and after approval by the Mayor and legal publication

signed W. C. Schlueter.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 13th day of March 1906

We hereby certify that the common council of the City of Fort Wayne Indiana at a regular meeting held on the 13th day of March 1906 by a majority vote of all the members elect did pass the ordinance herein attached and know as General Ordinance No 273
W. C. Schlueter, President. Frank Mungovan, City Clerk.

Presented to the Mayor for approval on the 17th day of March 1906
I Frank Mungovan City Clerk

Approved this 27th day of March 1906

William J. Rosey

Lawrence Ordinance No. 274

Ordered by the Common Council of the City of Lawrence Street,
Dubois Indiana from the east property line of John Street to the west property line
of Smith Street by grading and paving the same.

Whereas heretofore on the 15th day of February 1906 the Board
of Public Works last adopted a resolution deeming it necessary
to grade Wallace Street, from the east property line of John
Street to the west property line of Smith Street by grading and paving
the roadway a width of 30 feet with Shant Lake Asphalt upon a
six inch Portland cement concrete foundation, by placing a
marginal finish at all street and alley intersections, curbing
with new curb stone and paving the areas of all connecting
Street and Alleys, the cost thereof to be assessed upon the real
estate abutting on said Wallace Street above described, and

Whereas on the 11th day of March 1906 such resolution was by said
Board of Public Works duly and in all things, confirmed, and
within ten days thereafter, namely, March 16th 1906 the resident
fire chief of the First Dist. of Lawrence Street above described, filed
with said Board of Public Works a remonstrance signed by him
against the making of such improvement thereon.

Section 1: Be it ordained by the common council of the City
of Fort Wayne, that, a necessity existing therefor, Wallace street,
from the East property line of John Street, to the west property line
of Smith street, be and the same is hereby ordered improved by
grading and paving the roadway thereof to a width of thirty
feet with Shant Lake Asphalt upon a six inch Portland cement
concrete foundation by placing a marginal finish at all
street and alley intersections, curbing with new curb stone
and paving the areas of all connecting streets and alleys,
and the said board of Public Works are hereby authorized and
directed to cause said improvement to be made in accordance
with the resolutions so adopted by it as set forth in the
foregoing resolution, and in accordance with the provisions of an
act entitled an act concerning Municipal Corporations, passed
by the general assembly of the State of Indiana, at the sixty-fourth
regular session thereof.

Section 2: That this ordinance take effect and be in full
force from and after its passage and approval by the Mayor

Done at the Second Chamber on the City of Fort Wayne
Indiana on the 21st day of April 1906

We hereby certify that the Common Council of the City of Fort
Wayne Indiana at a regular meeting held on the 20th day of
March voted by a majority vote of all the members present
and by ayes this ordinance known attached and known as
General Ordinance No 274

N C Schurz
President

J. F. Morgan and
City Clerk

Presented to the Mayor for approval on the 2nd day of April 1906

J. F. Morgan
City Clerk

Accepted this 10th day of April 1906

William J. Tracy
Mayor

St. C. Co. No. 275

City and Inner Loop, and confirming a Court order made between the 24th day of February 1906, by and between the City of Fort Wayne, Indiana, Board of Public Works, and the Fort Wayne and South Bend Air Line Traction Company, authorizing the latter to enter the limits of Fort Wayne on the tracks of the Fort Wayne and Mad River Traction Company, and placing the lines in the same shall be in force and effect on and after 1st April 1906.

Also, on the 27th day of March, 1906, the City of Fort Wayne through its Board of Public Works, entered into a contract with the Fort Wayne and South Bend Air Line Traction Company, which contract is in the words and figures following, to wit:

An agreement, made and entered into this 27th day of March 1906, by and between the City of Fort Wayne, Allen County, Indiana, through its Board of Public Works, and the Fort Wayne and South Bend Air Line Traction Company, witnesseth:

That in consideration of the several and mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

1. For convenience, the City of Fort Wayne, Allen County, Indiana, will hereinafter be designated by either the words "first party," or the words "said City;" the Fort Wayne and South Bend Air Line Traction Company, its successor and assigns, will hereinafter be comprehended in and designated by the words "second party" and the Fort Wayne and Wabash Valley Traction Company, its successors and assigns, will be similarly comprehended in and designated by the words "said Traction Company."

2. Consent, permission and authority be and hereby are granted by the first party to the second party to conduct, run and operate its cars along, upon, and over one of the following lines of said Traction Company, entering the City on the line of said Traction Company on Huffman Street at Oneida Street, thence on Huffman Street to Nelle Street thence to Superior Street, thence to Calhoun Street, thence to Main Street and thence to Clinton Street; or entering the City on the line of said Traction Company on the West end of Main Street thence to Clinton Street thence from the route selected on Clinton Street

or the loops of said Traction Company, and to the point where such loop intersects the route selected so as to afford the car of the second party one suitable and convenient entrance into and through said city, and returning thence on the route selected to its line without the limits of said city, and also to reach and receive any passenger or freight car or loops now or hereafter maintained by said Traction Company, and no intermediate change or changes shall be made in the route of said loops or any of them, such changed route or routes of such loops or loops shall become and be a part of the route covered by this contract; also to connect by spur the tracks and power of said Traction Company with any tracks which the second party may provide for the storage of its cars or use for deposit purposes; also to conduct, run and operate its cars over the tracks of said Traction Company by the most direct route by which tracks are provided to reach the barns and shops of said Traction Company.

3. The limited cars of the second party shall not be connected to take passengers within the limits of said city, all local traffic to be conducted at all times for the benefit and convenience of passengers at 5 places between the limits of said city, to-wit, one at the central passenger station within said city, said station place to be designated by the second party, and another by the Board of Public Works; second party shall charge five cents and no more, for a single fare between any two points in said city, upon the line so selected, and all tickets sold for passage in said city by said Traction Company shall be received for passage within the limits of said city, on the same of second party.

4. Said second party may at all times carry in its passenger car or suitable compartments thereof, provided for such purpose or in any mail, express or freight car of the same general style and construction as a passenger car, & kept up to the windows, doors, inside finish, and finish thereof, such baggage belonging to its passengers as is usually allowed to be carried by passengers on steam railroads, and also the United States mail, small wine, glasses and breakable smaller which can be carried in this kind of cars heretofore described; provided, however that no live animals of the kind commonly called live stock, shall be carried in any such cars, or any compartment thereof; and provided further, that all baggage other than hand baggage and express matter, shall be delivered at the station or terminal on the passenger.

ments, and all merchandise and freight carried as aforesaid shall be delivered at the station or terminal located on the premises of said company referred to and maintained by said Traction Company or by the second party; and in no case shall any such baggage (other than hand baggage) or any express matter, parcels or merchandise be loaded or unloaded upon upon any of the streets, alleys, avenues, or public grounds of said city, & kept at such stations or terminals, but provided, that not more than one car shall operate in any one train without the consent of the Board of Public Works.

5. The cars of the second party shall be propelled by electricity, or other internal power and not by steam, and during the entire life of the grant shall be so operated as to render the public at all times a fast, safe and efficient interurban service. The cars shall be of the most improved pattern, style and finish and shall at all times be kept clean, well ventilated, provided with comfortable seats for passengers efficiently lighted and heated at all times where the state of the weather renders the same essential to the comfort of the passengers. Such cars shall be painted on the outside, and the passenger cars decorated on the inside and repainted and redecorated from time to time and kept in a good state of repair, so as at all times to present a neat and attractive appearance. Each car shall be equipped with a pilot and headlight and the other modern devices for the safety of passengers and employees, and each car shall have thereon a sign in printed letters for day service, and in like printed letters for night service or both in combination indicating the route and destination of such car, such sign shall be of such size and shall be maintained in such conspicuous position, that the same may be readily discerned and read by people of ordinary sight; provided however that such headlight shall be provided with a ground glass screen for use within the limits of said city.

6. Within the limits of said city, the cars of the second party shall at all times be required to be and shall be operated at the same rate of speed as that at which the cars of said Traction Company shall be operated on the same lines, and shall not be stopped or permitted to stand on the lines of said Traction Company for the purpose of taking on or off merchandise, except at such points on the freight loop as may be agreed upon by said Traction Company, the purpose hereof being to avoid unnecessary interference with the

operation of said Traction Company's cars on its said lines.

7. That said second party shall at all times when operating said cars on said street or roads necessarily in the city, drive the same at intersections of the public streets, in a slow and careful manner, and shall not, except to avoid accident, stop the cars on any cross street. Whenever any horse, team or vehicle, except others in the usual or street cars, shall meet or overtake by any car of the second party, the driver of such horse, team or vehicle shall yield the right of way to such car, nor shall any person willfully obstruct or interfere with any car of the second party by stopping or driving, or causing to be driven, at a slow pace, any horse, team, wagon, or other vehicle, on, along, across or near the tracks on which such car is being operated, after being notified by the motorman, by the ringing of a bell or otherwise, of the approach of said car.

8. It is agreed that said second party, in all respects to the laws of the State of Indiana, and laws and ordinances of said City, in force or to hereafter become in force, and of all other proper public authority with reference to the management, operation and control of its cars in so far as the same shall concern the smooth and safety of its passengers and the public.

9. If the second party shall construct or lay, part thereof on which the second party shall do, or cause to be done, in order to elevate its intermediate line of railway, is brought within the limits of said City and State, to be paved by said City, the second party shall pave, with the same kind of material used in paving the remainder of the street, the spaces between its rails including the spaces between the tracks where there are double tracks or switches, the twelve inches on the outside of the outside rail of its tracks, and repair the same whenever and as often as the remaining portions of said street are paved by said City, and keep and maintain the same in repair. Such paving shall be done, both as to material and manner, according to plans provided by the Board of Public Works and under specifications furnished by the City Engineer of said City in pursuance of such plans; it being understood and agreed, however, that the second party shall not be required to pave, repair or maintain such portions of said street with any more expensive material nor in a different manner than that with and in which the remaining portions of said street are paved and maintained; and it is further agreed that all poles used and maintained upon such

Business at the time of issue.

10. It is agreed by and between the parties, hereby, that one of the principal considerations on the part of the second party is the agreement and undertaking by the second party to have built, equipped and put in a condition a continuous line of interurban railway from the City of South Bend, Indiana, to the City of Fort Wayne, Indiana, on or before the 1st day of January, 1908.

The failure on the part of the second party to have such continuous line of interurban railway constructed equipped and in operation between said cities within said period shall operate to terminate and forfeit all rights on the second party hereunder, and under the contract herein until and void, unless such failure shall be due to acts of Providence, litigation or unavoidable delay, in which case the Board of Public Works of said city may grant such extension of time, provided that such extensions of time do not exceed six months from the original term. In the event that after said line shall be constructed, equipped and in operation for a period of six months, as hereinbefore provided, the second party shall thereafter and within the terms of this contract neglect or refuse to operate at least one car each hour from the City of South Bend, Indiana, to the City of Fort Wayne, Indiana, between the hours of six o'clock A.M. and 11 o'clock P.M., and for any portion of any line secured and accepted by it as an entrance to said city unless by accident or unavoidable delay or acts of Providence it becomes impossible so to do, then all right granted hereunder shall terminate and be forfeited, and the contract shall be null and void.

11. Said second party hereby agrees to at all times defend and save harmless and indemnify said city from any and all damages, lawfull claims, demands, costs and expenses caused by any injury to any person or property produced by or growing out of the construction, improvement, maintenance and operation by the second party of its cars under the right and privileges herein granted, and will save and agree to save said city harmless and indemnify it from any and all damages to persons or property growing out of exercising by the second party of the right, power and privileges herein granted or from the enjoyment by the second party of the same or out of any failure by the second party to perform any of the duties herein imposed, and the second party shall upon request of said city defend at its own expense any and all actions that may be instituted against said city to recover any of the damages above specified either in its own name or in the

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name of said city, and will pay any judgment, with all costs, that may be rendered, in and over city in any action and will hold said city however the same may and will pay to the Board of Education of said city in ten days from the date of this contract, a sum sufficient security to be offered by the municipality of Mobile, Alabama, payable to the City of Fort Wayne, or otherwise, for the payment of the unpaid account of the provisions of this article of this contract, and until so long as there are no deficiencies secured by the said bond as to do.

12. It is further agreed by the parties hereto that all the rights powers and privileges granted hereunder to the second party to conduct, run and operate its cars on, along and over the said lines of said traction company in said city shall remain and be in force until September 9, 1937, that being the time of the expiration of the franchise of said traction company, and with the terms conditions and covenants of this contract shall be binding and conclusive for that period on both parties hereto.

The second party agrees and promises that a limitation of time is a cliff consideration for and an essential and unusual condition of this contract, and hereby binds itself, its successors and assigns that at the expiration of said period, it will peaceably yield possession of all parts of the streets, alleys and public ways in said city on which its cars are run or operated and cease the operation of its cars on such streets, avenues and other public ways and thenceforth will make no claim of any kind to exercise any right whatever under the grant herein made.

In witness whereof, said parties have set their hands and seals this 2nd day of March 1906.

City of Fort Wayne, by

E. J. Munro

Frank Schumacher

Class 10, 2000

Attest

J. H. Becker

Board of Public Works

C. C. C.

The Ft. Wayne South Bend Air Line Traction Company
By: Beuf F. Shively
President

Section 1. Be it enacted by the Common Council of the City of Fort Wayne, That this contract heretofore, made and entered into on the 27th day of March 1906, together with all amendments thereto on April the 10th 1906, by and between the City of Fort Wayne, State of Indiana and the Fort Wayne and Elkhartland Electric Traction Company, is hereby continued in force, as fully and as in the preamble hereof set forth, in all things, ratified, confirmed and affirmed.

Section 2. To commence at its date and to be in full force and effect as aforesaid and as amended by this Mayor.

William A. Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana
the 10th day of April, 1906.

We the undersigned, members of the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 10th day of April 1906, by a majority vote of all the members present did pass the ordinance herewith attached and known as General Ordinance No 275.

William L. Schwiner
President

J Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 14th day of April, 1906

J Frank Mungovan
City Clerk

Okined. This 16th day of April, 1906.

William G. Hosay
Common C.

1. i. c. ii. - no. 276

Contract. An order is made in a Contract entered into between the City of Fort Wayne, by and through its Board of Public Works, and the United States Cast Iron Pipe and Foundry Company.

This year on the 3rd day of April, 1906, The Board of Public Works of the City of Fort Wayne, Indiana, on behalf of the City and the United States Cast Iron Pipe and Foundry Company by its Manager A. J. Goodhue and its Assistant Secretary T. N. Johnson, entered into the following contract.

This agreement made by and between the City of Fort Wayne, in the first part, by and through its Board of Public Works and the United States Cast Iron and Foundry Company, party of the second part. Witnesseth.

I. That the City of the first part agrees and hereby binds itself to buy, and the party of the second part agrees to sell and deliver to the City of the first part the cast iron pipe and special castings specified below, for the time specified for the same, and in accordance with the terms and conditions specified below. The same, however, of such cast iron pipe and special castings to be subject to interruption by reason of strikes, unavoidable accidents at the works or in transit for which the United States Cast Iron Pipe and Foundry Company is not responsible.

The pipe and special castings hereby purchased shall be of the quantity, quality, weight, price, the place of delivery, and the payment and securities.

Quantity, Weight and Price.

Quantity of Pipe.	Size of Pipe.	Wt. lbs. per foot.	Wt. lbs. per length.	Price per Ton.
5500 ft.	12 inch	82	984	\$ 28.7
800 "	8 "	47	564	1.5
2000 "	6 "	34	408	5 32.7
Special castings at the price of 278 per pound on jobbing: One "T" 8 x 6 in. - One "T" 16 x 12 in. - One "T" 12 x 6 in. - One "T" 12 x 12 in. and nine crosses 12 x 6 in. - One Reducer 16 to 8 in. - One Reducer 8 to 6 in. - Six 6 in. x 12 in. and four Reducers 12 to 8 in. and eighteen 6 in. flanges.				

Payment and Security.

One half of the total costs to be paid by said first party to second party within (30) days from the billing of this order and the balance to be paid during the month of July 1906 and the security

In the city of St. Louis
Manufacture of Pipe.

Shape of Spigot. The pipe shall be drawn in section so that its roundness and diameter of spigot, at 3 inches from the bell, or spigot end, or at any point throughout its length,

Hub Spigot and Lead Room. The seat or shoulders in the hub and the end of the spigot must be straight and even so as to form a smooth joint. All pipe shall have a space of lead joint not less than $\frac{1}{16}$ of an inch nor more than $\frac{3}{8}$ of an inch uniformly all around.

Length. The pipe shall be of such length exclusive of bell and taper part in each section.

Method of Manufacture. All pipe shall be cast vertical and shall be made in such molding sand or loam as to leave its surfaces in proper condition to receive the coal tar coating. Flashes of all pipe shall be allowed to remain in position long enough to prevent unequal contraction.

Coating and Coating. All pipe and specials shall be dried and made thoroughly clean and free from lumps, without the use of any injurious liquid. After being properly cleaned every pipe and special shall be carefully coated inside and outside with coal tar pitch, $\frac{1}{2}$ roasting shales, dispersed after it has set in. The coal tar pitch shall be made from coal tar distilled until the asphaltic is entirely removed $\frac{1}{2}$, at all times about the consistency of wax when cold and no brittle which becomes brittle when cold will be satisfactory. The pipe shall be heated in a suitable oven to the temperature of 300 degrees Fahrenheit, and then dipped in the tar pitch heated to an equal temperature, and allowed to remain therein a sufficient time to become thoroughly coated. The coating must harden and adhere firmly to the pipe when cold, and show no tendency to crack or scale off.

Testing. When dry and cold after coating the pipe shall be subject to a hydrostatic pressure of 300 pounds to the square inch which shall be maintained while the pipe is repeatedly struck from end to end with a suitable proving hammer. Any pipe which

have defects or leakage, bursting or otherwise shall be deemed first party rejected.

Certificates. The second party shall furnish a certificate of test with the shipment of pipe and specials, which certificate shall state under oath that the pipe and specials have been manufactured and tested strictly in accordance therewith.

Special Castings. This standard casting shall be made from iron equal in strength to the pipe with which they are to connect at outside and inside surfaces through any right section diameter, concentric with no imperfections or contractions, to admit a uniform flow of water between them and the pipes, and coating of the specials shall be done in the same manner as herein provided for straight pipe.

Weight, of Standard Variation in Weight. The iron from which the pipe and castings specified are made shall be cast in crucibles in an open or air furnace, and shall be without any admixture of cinders, iron or other inferior metal and externally free from uncombined carbon. It shall be of suitable quality to be easily drilled or cut, and shall have a tensile strength of not less than 16,000 pounds to the square inch. A variation of 4% of the above specified weight will be permitted. No pipe or special castings will be received that weighs less than 96% of the specified weight and no pipe or special castings will be credited at weights more than 104% of the specified weight, and the weight of each pipe and special casting shall be marked by the second party theron with white paint with characters at least one and one-half inches in length, and the weight of any or all of the pipe and special castings may be tested after delivery. All pipe and special castings shall be free from defects or imperfections of all kinds, smooth in bore and of even thickness. No casting or pipe having any blow holes or cavities caused or filled will be accepted by the party of the first part, and any melted or broken pipe or specials, and all other pipe or specials not in accordance with this agreement, shall be rejected and stand at the risk and the expense of the party of the second part to the first party, and the cost of the receiving, handling and storing, of all such, or specials, shall be deducted from the amount due under this Contract, to the party of the second part for the pipe and specials furnished to and accepted by the first party.

Section 1:- All pipe and special castings furnished by the second party under this contract shall be shipped at once and delivered to the party of the first part on board cars in the city of Fort Wayne, Indiana, or at some point of road to said city and at such time and place and hence for the handling of the same by the first party.

Witness my hands and seal this 3rd day of April 1906
City of Fort Wayne by

Attest. H. H. Becker

E. L. Jones

Henry Schwartz

Jesse Brocious

No Board of Public Works

United States East Iron Pipe and Foundry Company Inc

A. J. Goodhue
No Western Sales Manager

Attest. T. M. Johnson Jr
No - ass secy

Section 1:- Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore on the 3rd day of April 1906 made and entered into by the City of Fort Wayne, by and through its Board of Public Works and the United States East Iron Pipe and Foundry Company by its Manager, A. J. Goodhue, and its Assistant Secretary, T. M. Johnson, as is fully set forth in the preamble thereto, be and it is hereby, in all things confirmed and approved.

Section 2:- That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

Philip H. Myers

I, one of the Council to number in the City of Fort Wayne Indiana on the 13th day of April 1906

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 13th day of April 1906 by a majority vote of all the members elect did pass the ordinance hereinabove attached and known as General Ordinance No 276

W. L. Schaefer
President

J. Frauke Manager
last signed

Presented to the Mayor for approval on the 25th day of
April, 1906.

Approved April 25, 1906,
City Clerk

Approved this 25th day of April, 1906.

William J. Hickey
Treasurer

General Ordinance No. 111

Introduced by Mr. A. Bayer
On ordinance approving and ratifying a contract entered into
by the city of Fort Wayne, by and through its Board of Public Works
and Henry R. Worthington, on the 24th day of April 1906.

Whereas, Heretofore, on the 24th day of April, 1906, the city
of Fort Wayne, by and through its Board of Public Works entered
into with Henry R. Worthington, a contract for the purchase by
said City of Fort Wayne, of an 8 inch Vertical Two-staged
Turbine Pump, and an 85 Horsepower Crocker-Wheeler 550
Direct Current Motor, which contract is in the following:

This agreement made this 24th day of April, 1906 by and
between the City of Fort Wayne, by and through its Board of Public
Works, party of the first part, and Henry R. Worthington, party of
the second part, witnesseth.

The City of Fort Wayne hereby agrees to purchase from the party
of the second part, and the party of the second part hereby agrees
to sell to the party of the first part, one 8 inch Vertical Two-staged
Turbine Pump, direct connected to one 85 H.P. Crocker-Wheeler 550
Volts D.C. Motor, as stated in the letter of April the 21st 1906,
addressed to the Board of Public Service, and Mr. E. J. Lemmons
Pres't and which letter is attached, hereinafter marked exhibit "A" and
made a part of this contract as well as all the provisions
therein contained concerning the price to be paid for said Pump
and Motor, the capacity and efficiency of the same and
the method of shipment, and the postscript attached to said
letter, which letter refers to a certain blue print and which
blue print is hereby made as a part of this contract and
marked exhibit "B".

It is further agreed that said first party shall pay said sum of Two Thousand Five Hundred Dollars (\$2,500.00) to the party of the second part within Thirtys (30) days after the acceptance of said Pump and Motor as herein after provided.

It is further agreed by the parties hereto that said City is to install said Pump and Motor at its own expense, and is hereby given the right to operate the same for Thirtys (30) days from time that the same are installed, for the purpose of testing the efficiency and capacity of said Pump and Motor, and if the same, upon said test, shall be found to be as efficient and of the capacity stated in said letter then the same are to be accepted by said party of the first part, but if the same are not as efficient and are not of the capacity mentioned in said letter, or if the same are defective, then and in that event, the second party is to cause the removal of the same and install a new Pump and Motor of the capacity and as efficient as the kind described in said letter.

In witness whereof, we have hereunto set our hands and seal this 24th day of April 1906

The City of Fort Wayne by

E J. Lemon

Henry Schwartz

Jesse Brosius

The Board of Public Works

Henry R. Worthington (Seal)

for H. Myers

Cincinnati Ohio April 21, 1906

The Board of Justice Service

Mr E J. Lemon Pres

Fort Wayne Ind

Genl. Secy

In answer to your recent request of our representative Mr Myers for final proposition and guarantee on a 2,000,000 gpd Centrifugal Pump, we beg to admit the following:

We will furnish you:

One (1) 8" Vertical Two Staged Turbine Pump, direct connected to: One (1) 25 H.P. Crocker-Wheeler 550 Volt D.C. Motor, operating at 800 R.P.M., together with a 5' length of intermediate shafting.

and necessary couplings for connecting pump to motor, for the sum of, Twenty Two Hundred (\$2200.00) dollars net F.O.B. Car or Works with freight allowance to Fort Wayne Indiana.

We will guarantee an efficiency of 70% on this outfit when handling 2,000,000 gal. of water per 24 hours against a total head including suction and friction of 160'.

We are enabled to furnish you the shaft and couplings for connecting the pumps without additional charge as the result of a special concession made us by our head office.

The engine turns 1300 R.P.M. & E. 2,500 raising the pump with shaft sealant for coupling.

We can make shipment in ten weeks from receipt of order. Enclosing you in advance for a favorable consideration of the foregoing, we are

Very truly yours,
Henry R. Worthington
390 N. Gallatin,
Baltimore.

Cincinnati Sales Manager

P.S. We further agree to guarantee every part of this machine proving defective as to material and workmanship one year from date of installation.

Henry R. Worthington

See 8/1/00

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the aforesaid Ordinance on the 28th day of April, 1906 extend into and embrace the city of Fort Wayne, by and through its Board of Public Works, and Henry R. Worthington, as set forth in the preamble hereto, be and the same is hereby in all things ratified, confirmed and approved.

Section 2. That this ordinance shall be in full force and take effect on and after its passage and approval by the mayor.

William A. Bauer.

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 8th day of May 1906.

No. 277. I certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 8th day of May 1901, by a majority vote of all the members elect did pass the ordinance herein attached and known as General Ordinance No 277.

William C. Schwartz
President

J. Frank Mungovare
City Clerk

Witnessed to this day and year of 1901, on the 11th day of May 1901
J. Frank Mungovare
City Clerk

C. S. in on this 21st day of May 1901

William J. Tracy

J. M. A. 1901.

General Ordinance No 278

Introduced to
the Common Council

An ordinance regulating the building of sidewalks

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, That all sidewalks hereafter constructed or laid within the corporate limits of said city, be built or constructed of stone or cement, and of such width, thickness and foundation as may be designated by the Board of Public Works.

Section 2. Any person, persons or corporation violating any of the provisions of this ordinance shall, upon conviction, be fined in any sum not less than ten dollars nor more than fifty dollars for each violation.

Section 3. That this ordinance be in full force and take effect on and after its passage, approval by the Mayor and legal publication.

J. M. Tracy

Witnessed the Common Council Chamber in the city of Fort Wayne Indiana on the 22nd day of May 1901

We hereby certify, That the Common Council of the city of Fort Wayne Indiana, at a regular meeting held on the 22nd day of May 1901, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 278.

W.C. Schuhr
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 29th day of May 1901

J. Frank Mungovan
(City Clerk)

Approved this 8th day of June 1901.

W.M. Moore, Jr. Mayor

General Ordinance No 278

Introduced by Mr. A. Bayer An ordinance amending section one of an ordinance entitled "An ordinance compelling the inhabitants of the City of Fort Wayne to clean their houses and to remove all impure and unwholesome substances approved April 25th 1899."

Be it ordained by the Common Council of the City of Fort Wayne that section one of an ordinance entitled "an ordinance compelling inhabitants of the City of Fort Wayne to clean their houses and to remove all impure and unwholesome substances approved April 25th 1899" and being section one paragraph No 774 of the revised ordinances of the city of Fort Wayne of 1901 be and the same is hereby amended to read as follows:

Section 1: Be it ordained by the Common Council of the City of Fort Wayne, that it shall be the duty of every owner or occupant of any dwelling house, building or structure of any kind or description whatsoever and of any lot or parcel of real estate to remove or cause to be removed from such dwelling house building, structure, lot or parcel of real estate all ashes, waste or unwholesome material and impure substances of every kind and description, and upon failure of any such person to remove or cause to be removed any such ashes, waste

any person to enter or remain substance the Board of Public Health or any officer of the City is hereby authorized to order the same to be removed from such dwelling house building, structure, lot or parcel of any real estate, and if the same is not removed by such person within five (5) hours after notice to cause the removal thereof on such person, or on such person as may be in charge of such building dwelling house, structure, lot or parcel of real estate or if the same can not be found for the purpose of such notice such Board of Public Health or officer of the City shall cause all such waste, ashore, unwholesome materials and impure substances to be removed to some suitable place. It shall be the duty of every owner or occupant to cause all alleys, privies, rooms, halls and out-buildings to be kept and maintained at all times in such order and condition so that same shall in no wise be foul unwholesome or noisome. Any person who shall violate or fail to comply with any of the provisions of this ordinance shall be fined in any sum not exceeding (\$100.00) Dollars and such and every day continuance shall be deemed a distinct offence.

Section 2:- That this ordinance shall be in full force and take effect from and after its passage, approval by the Mayor and legal publication.

William A. Bayar

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 12th day of June 1906

I hereby certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 12th day of June 1906 by a majority vote of all members elected did pass the ordinances hereto attached and known as General Ordinance No 279

W.C. Schowir
President

J Frank Mengovau
City Clerk

Presented to the Mayor for approval on the 18th day of June 1906
J Frank Mengovau
City Clerk

Approved this 26th day of June 1906

William J. Hickey
Mayor

General Ordinance No 280

Introduced by John H. Welsh An ordinance approving a contract entered into by the City of Fort Wayne and the Berghoff Brewing Company on May 7th 1906 granting said Company consent permission and authority to construct a side track in said City.

Whereas, heretofore on the 7th day of May 1906, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the Berghoff Brewing Company granting to said Company "consent, permission and authority to construct, maintain and operate a sidetrack across certain Streets in said City and across and along certain Alleys therein which contract is as follows:

I, the agreement made this 7th day of May 1906 by and between the City of Fort Wayne, by and through its Board of Public Works party of the first part and the Berghoff Brewing Company a (corporation) party of the second part. Witnesseth:

Whereas the party of the second part desires to procure a sidetrack connecting the main tracks of the New York, Chicago and St. Louis Railroad Company with the manufacturing plant of said second party in order to facilitate the shipping to and from said plant of such property as party of the second part may desire and whereas said Railroad Company is unwilling to construct such side-track for said purpose, now

Therefore, In consideration of the covenants and agreements to be performed and to be done, will by the party of the second part as herein after provided, consent permission and authority are hereby granted and given by the party of the first part to the party of the second part to construct, maintain and operate, or cause to be operated a single track railroad across Wayne Street and the alley running east and west, between Wayne and Washington Streets and between Lot 130 and 143 in Whites first addition to the City of Fort Wayne, and also across Washington Streets and along and upon the alley running north and south between Grand and Market avenues from Washington Street to the south line of Lot 80 in said addition in said City in accordance with a plat hereto attached and made a part hereof, and on which plat the line and route of said track is marked and indicated by the red line thereon.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:-

1. The party of the second part, if it desires to avail itself of the benefits of the consent, permission and authority herein granted, shall cause the complete construction of said track, within one year from date hereof, and in the event that it so avails itself of such grant, permission, consent and authority herein it shall cause the complete construction of such track within sixty days from the time it commences work thereon and within the period of one year as above stated, and shall at no time, in the construction of said track, occupy for such purpose any of the Streets above mentioned for any length of time in excess of five days, but in the event that the party of the second part is prevented from complying with any of the above conditions by reason of any judgment of any court, then said Board of Public Works may grant a reasonable extension of time as to any one of the above provisions.

2. Said track shall not be elevated above, and shall be constructed and maintained so as to at all times conform with, the established grade of the Streets and Alleys, hereinbefore named, as such grade shall from time to time exist and in such a manner as to in no way be an impediment to the ordinary and proper use thereof, for all purposes by the public in passing along upon and across said track at any point thereof. That said track and the rails thereof shall conform with the grades of the streets and alleys now established or to be hereafter established, by said city, and subject at all times to be taken up and relaid by said party of the second part, at its own expense, for the purpose of regrading, paving, repairing or repairing such streets and alleys, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes or for any public improvement, and in case it becomes necessary, in the opinion of said Board of Public Works to take up said track for any of the purposes above enumerated or in case said track shall not conform with the grade of said streets or alleys as above provided, said Board shall notify said party of the second part that it is in the opinion of said Board

necessary to take up said track for any of said purposes or that said track does not conform with the grade of said alleys or streets as the case may be, and said party of the second part shall take up said track for such purpose within such time and for such length of time, as the said Board may in said notice require in case such notice is as to repair or improvements as above stated or shall make said track conform to any such grade within thirty days time from receiving such notice, in case such notice is as to the grade of such street or alley and upon the failure of second party as to do said Board of Public Works shall have the right to take up such track to make such improvement or repair, or to make such track conform to such grade, and charge the cost thereof to said second party and in case said second party shall fail to pay such costs or expenses within thirty days from the time said Board shall have rendered a bill therefor the said party shall have a right of action to recover such cost or expense against said second party, together with a reasonable attorney fee for the collection thereof.

3. If said streets or alleys, or any of them are hereafter laid said second party shall have to construct them of a line between the rails of said tracks, and for a space of two feet on both sides thereof, and in case any of such bairments are constructed said tracks shall be laid and relaid to conform with the grade of said street or alley as laid and a foundation laid at the expense of second party under the tires of such track of six inches of concrete. That second party shall clean said roads of said streets and alleys in the manner and at such times as the Board of Public Works may desire, and shall at all times keep said portions of said streets and alleys in a good condition of repair.

4. That said party of the second part shall not, at any time haul or allowed to be hauled, to exceed five (5) cars over and along any part of the track herein authorized to be laid and shall not load or unload any car, or leave the same stand upon any of said tracks, at any of the street or alley crossing along the line of said track.

5. In case hereafter the east and west tracks of said Railroad Company shall be elevated through said city there, and in that event the grant and permission herein given shall terminate and party of the second part shall

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came at its expense, the removal of said track and
place used at site and alleys in as good and safe
condition for travel and of the same material, as the
remaining thereof, unless said second party at its expense
cause said side track to be elevated according to plan and
specifications prepared by and under directions of the engineer
in charge.

6. The party of the second part shall so construct and
maintain its said track in such manner as to not
in any way interfere with the drainage of the surface
waters on Washington and Wayne Streets, and shall where
crossing existing said tracks, over and across said streets
do the same under the direction of said Board of Public
Works, and in the manner required by said Board.

7. Party of the second part further agrees and binds
itself to keep and hold said city free and harmless
from any and all liability from any and all damages
that may accrue to any person or persons or property
on account of any injury to their persons or property
growing out of the construction, maintenance or
operation of said tracks or the operation of any car
thereon, by any person or corporation and in case
suit shall be filed against said city on account thereof
said party of the second party upon notice to it by said
city shall defend said action, at its own expense, and in
the event that judgment be rendered in said action against
said city, the party of the second part shall pay such judgment
with all costs, and hold the city harmless therefrom and
said second party shall execute to the party of the first
part a bond with sufficient surety to be approved by said
Board of Public Works, payable to said city, in the sum
of Ten thousand Dollars, conditioned for the faithful perfor-
mance by said second party of all the conditions and
provisions contained in this contract to be performed on
its part, and will, from time to time whenever desired by said
Board of Public Works, renew said bond.

8. It is further agreed, that if second party fails to comply
with and perform any of the provisions of sections one, three
four, six and seven of this contract, the consent, permission
and authority herein granted shall at once terminate
and second party shall forfeit all rights hereunder and

shall cause the removal at its expense of all tracks that may be laid hereunder, and place sand straw and alleys in as good and safe condition for travel and of the same material as the remainder thereof are.

9. It is further understood and agreed that this contract and the provisions thereof shall be binding on the successors and assigns of the party of the second part.

10. The consent, permission and authority hereby given shall continue for the period of thirty five (35) years from the date hereof.

Witness our hands and seals

City of Fort Wayne By.

E. J. Lemon

Henry Schwartz

Jesse Brocious

Berghoff Brewing Company By

John Berghoff

Vice President

S. B. Fleming

Secretary

Section 1. Be it ordained by the Common Council of the City of Fort Wayne. That the contract heretofore entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Berghoff Brewing Company, as fully set forth in the preamble hereto be and the same is hereby in all things confirmed and approved.

Section 2:- That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

(John. F. Miller)

Done at the Council Chamber in the City of Fort Wayne Indiana on the 26th day of June 1906.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 26th day of June 1906, by a majority vote of all the members elect did pass the ordinance hereinabove attached and known as General Ordinance No 280

H. C. Schivier
President

J. Frank Mungowan
City Clerk

Presented to the mayor for approval on the 30th day of June 1906.

J. Frank Mungowan
City Clerk

Approved this 3rd day of July 1906.

William J. Hessey
Mayor

Approved October 5, 1906.

Introduced by C. W. Jones proposing for the numbering of all poles erected & M. Kelly was appointed upon the public streets and alleys as amended June 26th 1906.

Section 1:- Be it ordained by the Common Council of the city of Fort Wayne Indiana, That any person, firm, company or corporation owning, maintaining or occupying, any telegraph, telephone, electric or any other poles erected upon and along the public streets or alleys of the city of Fort Wayne Indiana, or hereafter to be erected, shall mark them with the initials of the company or corporation owning or maintaining them, and number each pole in numerical order in such a manner that the ownership and number of each and every pole can at all times be readily established. All such poles to be marked and numbered under the direction and to the entire satisfaction of the Board of Public Works. Such poles to be remounted and remarked as often and whenever in the opinion of the Board of Public Works the same may be deemed necessary.

Section 2:- Any person, firm, company or corporation failing to comply with the provisions of this ordinance shall be fined in any sum not less than one dollar nor more than five dollars for each and every pole maintained by them contrary to the provisions of this ordinance, and each day such poles are thus maintained shall constitute a separate offense.

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Section 3:- This ordinance to be in full force and effect from and after January 1st 1907, approval by the Mayor and legal publication.

J. H. W. [Signature]

Done at the Council Chamber in the City of Fort Wayne Indiana on the 26th day of June 1906.

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 26th day of June 1906, by a majority vote of all the members elected did pass the ordinance herein attached and known as General Ordinance No 281.

W. C. Schowur
President

J. F. Mount, Mayor
City Clerk

Presented to the Mayor for approval on the 30th day of June 1906

J. F. Mount, Mayor
City Clerk

Approved this 3rd day of July 1906

William J. Hooley
Mayor

General Ordinance No 282

Introduced by
J. B. Sternau
An ordinance requiring the New York Chicago and St Louis Railroad Company to provide a flagman at the intersection of Union Avenue with the right of way of said railroad company

Section 1- Be it enacted by the Common Council of the city of Fort Wayne Indiana That the New York Chicago and St Louis Railroad Company is hereby required to place a flagman at the crossing where its tracks intersect with Union Avenue

Section 2:- Said flagman shall be provided with proper and conspicuous signals, and shall give proper and timely notice to persons about to cross said tracks of the approach of a train locomotive or cars, or both and said flagman shall prevent any person or persons from standing or

carrying over any track upon said crossing.
For this purpose all flagmen stationed there shall be clothed
with police power.

Section 3:- Reliable and competent men shall be employed
as flagmen and shall be stationed and perform their
duties upon said crossing from six (6) o'clock A.M. until
nine (9) o'clock P.M. on each and every day that trains
locomotives or cars are crossing Riverine around the
stated point.

Section 4:- Said company, its successors, or assigns
failing to comply with any of the provisions of this ordinance
shall be fined ten dollars (\$10⁰⁰) upon complaint of any
citizen before the Judge of the City Court, and every day
said crossing is allowed to remain unguarded and
without said flagmen shall be deemed a separate offense
of this company, violating this ordinance.

Section 5:- This ordinance to be in full force and effect on
and after its passage, to move by the mayor and lego-
pable notice.

J. B. Sterns
5th Ward.

At the Council Chamber in the City of Fort Wayne
Indiana on the 26th day of June 1906.

We hereby certify. That the Common Council of the City
of Fort Wayne Indiana, at a regular meeting held on the
26th day of June 1906, by a majority vote of all the members
elect did pass the ordinance herunto attached and known as
General Ordinance No 282.

H. C. Schiviss
President

J. Frank Mangovian
City Clerk

Presented to the Mayor for approval on the 30th day of June 1906

J. Frank Mangovian
(City Clerk)

Approved this 3rd day of July 1906

William J. Hessey
Mayor.

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General Ordinance No 283

Introduced by
M. Kinder

An ordinance ratifying a contract heretofore made and entered into on the 10th day of May 1906, by and between the City of Fort Wayne by and through its Board of Public Works and the Fort Wayne Forest Park Company.

Whereas heretofore on the 10th day of May 1906, the City of Fort Wayne by and through its Board of Public Works entered into a contract with the Fort Wayne Forest Park Company, as amended June 26th 1906, providing for the laying down to said city main extention in Forest Park addition to the city of Fort Wayne, and providing for the method of payment therefor which contract is in the following words and figures:

This agreement made this 10th day of May 1906, by and between the City of Fort Wayne by and through its Board of Public Works party of the first part and the Fort Wayne Forest Park Company party of the second part, witnesseth.

Whereas said party of the second part is the proprietor of an addition recently laid out by it and designated as Forest Park Addition to the City of Fort Wayne, the plat of which was recently approved by said Board of Public Works, and it is desired by the second party to improve said addition by extending the water mains of said city from where the same are now located in Lakeside Park Addition to and through said Forest Park Addition, and

Whereas said first party cannot at this time construct such extension to said waterworks system, it being desirous of using the funds of said system for other and different improvements at this time.

Therefore it is agreed that the party of the first part shall extend its said waterworks system by laying down a water main from the main point in said Lakeside Addition that said system is now located and at a point to be designated by said first party to said Forest Park Addition at the south end of Crescent Avenue, as laid out in said Forest Park Addition and thence the length of said crescent Avenue through said addition on said Crescent Avenue to University Avenue, provided said second party shall deposit before such construction is commenced and at such time as said first party and second party shall ascertain the cost of such extention with said Board of Public Works an amount of money equal to the ascertained

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cost of such construction, and said first party shall use
the money so deposited for the purpose of making and in
paying for the construction of such extension
all the materials used in such extension shall remain the
property of the party of the second part until the same is taken
over by the said party of the first part on the following terms.

Until said party of first part shall repay the second party
as hereinafter provided. The amount so deposited by it for the
construction of said work, said first party shall collect and pay
over to second party all money collected from consumers
along the line so constructed and at any time said city desire
to become the owner of said extended line it may do so at its
option by paying to the second party the amount so deposited
by second party less the aggregate amount that may be turned
and paid over to second party on account of the collection
of money from consumers as above provided. If first
party elects to buy said extended line and pay therefor
as above stated within two years from the date of
completion of said main, then such money so deposited
shall bear no interest, but if it desires to buy the same
after the expiration of said two years then it shall pay
in addition to the amount so deposited interest
thereon at the rate of three and one half per cent per annum
from the expiration of said two years, less the amounts so
turned over to the second party on account of collections from
such consumers. It is further understood that in the
event that said city do not within said two years take over
and buy said extended line as above provided or buy the
same after that time as above provided, then said line
shall remain the property of said second party until such
time as the money, said over to it on account of such
collection from said consumers shall equal the amount of
the deposit so made by second party with 3½% interest
after the expiration of said two years, and during all of
which time said first party shall have the full use of the
Hydrants on said line for the use of its Fire Department, and
for all other public uses that it may desire and without
any charge therefor.

And it is further agreed between the parties hereto that
the main or extension to be constructed under this contract
shall be at all times, from the time of its construction, under
the control and management of the party of the first part

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and all rules of the Department of Public Works and all ordinances of the City of Fort Wayne in connection with said Water Works System shall apply to this extension made hereunder, and all the patrons of said party of the first part in the consumption of water shall be subject to all the rules of the Water Works Department of said city and such rules shall be as effective upon such patrons the same as upon other patrons and consumers in other parts of said city. In other words said city shall exercise the same rights and powers over said extension and said consumer as it exercises by said city over all other consumers and water mains in said city, and the party of the second part shall have no power or control as to these matters over said main or consumer.

This contract shall be binding and effective upon the successors and assigns of the party of the second part to the same extent and in the same manner as it is upon the party of the second part.

Witness our hands and seals

The City of Fort Wayne. By

E. L. Johnson

Alvin Schenck

Jesse Brasington

The Board of Public Works

The Fort Wayne Forest Park Company.

By

William J. Vesey.

Its President

Louis F. Gunders

Its Secretary.

Section 1:- Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 10th day of May 1906, entered into by and between the City of Fort Wayne, by and through its Board of Public Works and the Fort Wayne Forest Park Company, as amended June 26th 1906 as fully set forth in the foregoing shall be and the same is hereby in all things confirmed, ratified and approved.

Section 2:- That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

Michael Kinder

Moved at the Council Chamber in the city of Fort Wayne Indiana on the 26th day of June 1906.

We hereby certify. That the Common Council of the City of
Fort Wayne Indiana at a regular meeting held on the
26th day of June 1906. by a majority vote of all the members
elect did pass the ordinance hereto attached and known
as General Ordinance No 283.

W.C. Schuyler
President

J Frank Mungoran
City Clerk

Presented to the Mayor for approval on the 30th day of
June 1906

J Frank Mungoran
City Clerk

Approved this 3rd day of July 1906

William J. Rosey,
Mayor.

General Ordinance No 284

Ordered by an ordinance prohibiting the breaking of glass on the
MC Johnson Streets and alleys, ordering its removal and providing
a penalty for its violation.

Section 1:- Be it ordained by the Common Council of the city
of Fort Wayne, that it shall be unlawful for any person or
persons to place or cause to be placed, on any of the
streets or alleys of the city of Fort Wayne any broken glass
and any person or persons breaking or causing or allowing
to be broken, any glass upon any of such streets or alleys
shall immediately remove or cause to be removed such
broken glass from such street, or alley.

Section 2:- That any one violating or failing to comply
with any of the provisions of this ordinance shall on
conviction be fined in any sum not exceeding (\$100⁰⁰)

Section 3:- That this ordinance shall be in full force and
take effect from and after its passage and approval by
the Mayor and legal publication

Mariam B. Johnson.

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 26th day of June 1906.

The Party certify, That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 26th day of June 1906, by a majority vote of all the members elected did pass the ordinance herein attached and known as General Ordinance No. 284.

J. C. Tolleson

President

J. Frank Wengenroth

City Clerk

Presented to the Mayor for approval on the 30th day of June 1906

Approved June 30, 1906,

Lily Clark

Approved this 3rd day of July 1906

William G. Tracy

Mayor

General Ordinance No. 285

Be it enacted, etc., etc. That no person, persons, company or corporation personally or by agent or employee shall gratuitously distribute samples of patent medicine, drugs, ointments, pills, powders, and cosmetics upon the streets or from house to house in the city of Fort Wayne, as amended June 26th, 1906.

Section 1:- That no person, persons, company or corporation personally or by agent or employee shall gratuitously distribute samples of patent medicine, drugs, ointments, pills, powders, or cosmetics from house to house or on the streets, alleys or public places in the city of Fort Wayne, without procuring a license therefor; provided that no license therefor shall be issued unless the City of Health of Fort Wayne shall have one of the samples or substances and the formula of the medicine, ointment, drug, powder, pills or cosmetic proposed to be distributed, and his approval certified by him shall first be filed with the Collector of said city; and for each license issued therefor there shall be paid to the City Comptroller a fee of \$50 per day for each person.

Distribution of any of said articles is hereby prohibited, and made subject to the penalty provided in the next section hereof; and provided that before such license shall be granted the applicant file with the City Comptroller a bond running to the people of the State of Indiana in a penal sum of \$2,500⁰⁰ with sureties, to be approved by the Mayor, Clerk, and City Attorney, whose approval shall be endorsed

stipulation conditioned that the person, firm, or corporation distributing such samples shall pay all damages sustained to any person by reason of taking or using any of such samples.

Section 2:- Any person, persons, company or corporation his, her, their or its officers, agents or employes, who shall violate the provisions of section 1 of this ordinance, on conviction thereof shall be punished by a fine not exceeding 50 dollars and costs or by imprisonment at hard labor in the common jail of Allen County in the discretion of the court or magistrate before whom the conviction may be had, for a period of not less than one nor more than 30 days; and in case the court or magistrate shall impose only a fine and costs the offender may be sentenced to be imprisoned at hard labor in the common jail of Allen County until the payment of such fine and costs, for a period of not more than 30 days.

Section 3:- This ordinance shall take effect and be in full force from and after its passage, approval by the Mayor and legal publication.

William Earsley.

At the Council Chamber in the city of Fort Wayne Indiana on the 26th day of June 1906.

I hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of June 1906, by a majority vote of all the members elect, did pass the ordinance hereto attached and known as General Ordinance No 285.

W. C. Schreier
President

J. Frank Mangrove
City Clerk.

Presented to the Mayor for approval on the 30th day of June 1906

J. Frank Mangrove
City Clerk

Approved this 3rd day of July 1906

William J. Rosey
Mayor.

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Laws and Ordinances, No. 286.

Introduced An ordinance requiring the Wabash Railroad Company to
by provide a flagman at the intersection of Winter Street with the
C.H. Rodenbush right of way of said Railroad Company.

Section 1:- Be it enacted by the Common Council of the city of
Fort Wayne Ind., that this Ordinance and the same is hereby
required to place a flagman at the crossing where the tracks
intersect with Winter Street.

Section 2:- Said flagman shall be provided with proper and
conspicuous signals and shall give proper and timely
notice to persons about to cross said tracks, of the approach
of a train, locomotive or cars or both and said flagman
shall prevent any person or persons from standing or
loitering on any track upon said crossing. For this purpose
all flagmen stationed there shall be clothed with
blue cover

Section 3:- Reliable and competent men shall be engaged
as flagmen and shall be stationed on the approach to the
intersection of Winter Street with the C.H. Rodenbush right of way
at 6 o'clock P.M. on each and every day that trains locomotives
or cars are crossing Winter Street at aforesaid place.

Section 4:- Said company, its successors or assigns, failing
to comply with any of the provisions of this ordinance, shall be
fined ten (\$10.00) dollars upon complaint of any citizen
before the Judge of the City Court, and every day said crossing
is allowed to remain unprotected and without said
flagman shall be deemed a separate offense of the company
violating this ordinance.

Section 5:- This ordinance to be in full force and effect
on and after its passage, approval by the Mayor and
legal publication

John H. Rodenbush.

Made at the Council Chamber in the city of Fort Wayne,
Indiana on the 10th day of July, 1906.

We hereby certify. That the Common Council of the City of
Fort Wayne Indiana, at a regular meeting held on

20th day of July 1906, by a majority vote of all the
members elect did pass the ordinance hereto attached
and known as General Ordinance No 286

J. L. Schlueter

Secretary

J. Frank Munigowar

Clerk

Be it ordinance passed on the 10th day of
July 1906.

J. Frank Munigowar
City Clerk

Approved this 21st day of July 1906.

William J. Hickey
Mayor

General Ordinance No 286

An ordinance providing for and regulating the granting
of theater licenses as amended July 10th, 1906

Section 1:- Be it ordained by the Common Council of the
city of Fort Wayne Indiana that it shall hereafter be
unlawful for any person, company or corporation to own,
control, maintain, or open or cause to be opened controlled
or maintained within the city of Fort Wayne Indiana any
Theater or Opera House without first having procured a
license from the City Controller, etc to do. Provided
however that this ordinance shall not apply to buildings
or structures where entertainments or theatrical performances
are occasionally given

Section 2:- Any person, company or corporation desiring
to maintain or own such theater or opera house, shall
apply to City Controller for a license so to do giving the
location or street number where such theater or opera
house is located, the character of the performances to
be given, and upon the payment by said applicant of
the sum of One hundred and fifty Dollars (\$150⁰⁰) into
the City Treasury the City Controller shall issue such
license for one year beginning with the first day of
September of each and every year and ending with the
31st day of August next following. No license shall be
valued and in force after the 31st day of August next

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Section 3. - The City Controller, who is entitled to charge and collect in lieu of two dollars (\$2.00) for each license as is now made, which provides, next to the City Treasurer.

Section 4. - One hundred and one thousand dollars, after the 1st day of January of every year when he charged fee at the rate of \$12.00 per month in the town of Fort Wayne, Indiana, until the 1st day of January of next following, shall be given to the State of Indiana, or the State of Indiana, or the State of Indiana, on the 1st day of January, in the sum of one hundred and fifty dollars (\$150.00) paid to the agent for each license.

Section 4½. - There is hereby a re-enactment and continuation of the provisions of the Ordinance held by the City Council on the 1st day of April, 1890, for each officer, and every attorney, lawyer, company or other person shall be liable to a fine of one hundred dollars to the city, in any and all the streets or places herein without first having obtained a license as to do such business as a separate offense.

Section 5. - All officers or bodies of companies or unincorporated associations of this ordinance are hereby declared.

Section 6. - This ordinance shall be in full force and effect from and after its passage, after it is by the Mayor and Clerk publication.

Done at the County Chamber in the city of Fort Wayne, Indiana, on the 1st day of July, 1906.

The City of Fort Wayne, and the County Board of the City of Fort Wayne, Indiana, at a regular meeting held on the 10th day of June 1906, by a majority vote of all the members elected, pass the ordinance herein attached and known as
Circular Ordinance No. 387.

W.C. Schiar
President

W.C. Schiar
City Clerk.

Presented to the Mayor for adoption on the 13th day of July 1906
J. Frank Mingeau
City Clerk.

Adopted this 21st day of July 1906
William F. Hayes

E. C. 110 No 3,88

City of Fort Wayne, Indiana, by and through its
Board of Public Works and The Fort Wayne and Wabash
Valley Traction Company, on May 22, 1906, as amended
July 10th 1906.

Whereas, heretofore, on the 22nd day of May 1906, the
City of Fort Wayne, by and through its Board of Public Works,
entered into a contract with the Fort Wayne and Wabash
Valley Traction Company, granting said company a right
and permission to lay tracks on Elizabethtown Street in
the City of Fort Wayne, and providing for the furnishing
of power by said company to said City, as amended
July 10th 1906.

I made this 22nd day of May 1906, and
am sealed on July 10th 1906, by and between the City of
Fort Wayne Indiana, by and through its Board of Public
Works party of the first part, and the Fort Wayne and Wabash
Valley Traction Company, a corporation duly organized
under the laws of the State of Indiana, party of the second
part, witnesseth:

Whereas, the party of the second part is now the owner
of a tract of land in said city, bounded on the north by
Burgess Street, on the east by Spy Run Avenue, on the south
by Elizabethtown Street and on the west by North La Fayette
Street, and is desirous of, and proposing to, construct on
its said tract of land car barns, repair shops and other
buildings, and

Whereas it is necessary, in order to utilize said
car barns and shops, to construct, maintain and operate
a street electric railroad track on said Elizabethtown
Street from, and connecting with, the tracks of said party
of the second part on said Spy Run Avenue, and running
westward on said Elizabethtown Street a distance of about
six hundred and fifteen (615) feet, with the necessary turns
and turn outs, crossing said Elizabethtown Street from said
tracks to the north side thereof and into the said
property of the party of the second part as shown by
a map and plan thereto attached hereto, and made
a part hereof, and

Whereas the party of the first part is about to construct

In connection with its water supply, a pumping station at the intersection of Broadway Street and Elizabeth Street, adjoining and fully owned by said party, for the purpose of operating the pumps, motors and other machinery at said pumping station, held in no other power.

At 45 Broad, in consideration of the sum of \$1,000 of the mutual and several interests of the parties, herein contained, it is agreed by and between said parties as follows:

First, authority and permission, to and we hereby give and grant to said party of the first part to the party of the second part, all the power and authority, to construct, maintain and operate a single track street electric railroad upon and along the center of Elizabeth Street from the New Avenue westward for a distance of about six hundred and fifteen (615) feet, together with the necessary curves, switches and the rights to connect the same with the main tracks of the party of the first part or said line, two curves and the single track as the road bed or right of way used by it, its successors and assigns, to enter its said premises to a single track along the center of Elizabeth Street as aforesaid, as shown by a map and plan attached hereto and made a part hereof, and also to construct, maintain and operate two curves to connect the track of said party of the second part on Currier Avenue with the main tracks of said party on the New Avenue, in a manner and route and form attached hereto and made a part hereof, and which is hereby established, and together also, with all necessary poles, wires and other appliances for the operation and erection of said track, and to have and to hold the same of said party of the second part for ever to the use and benefit of said party, and to have and to hold the same in the manner and form above described, and for ever to come in accordance with the terms of this agreement.

Said track shall be constructed in the center of said street as near as practicable established and maintained by the party of the first part, etc. so that such curve and other tracks leading into the rear of said second party's house and yard as aforesaid with the rest of said street, but the party of the second part, its successors and assigns, shall so conduct the same, and cause to maintain a gutter or drain in the said tracks, as to prevent and not obstruct the free flow of

in the case of said Elizabeth Street.

The author, his heirs and successors, hereby granted that
 in consideration of the sum of \$10,000.00, and increments in relation
 to the maintenance and repair of said tracks, including the
 cost of the same, to be used in the name and under the direction of the
 trustee of a trust set forth in the first part of this bond, the sum of \$10,000.
 00, shall be used by the company for the payment of any damage
 to the property of the corporation, maintenance and operation of
 said tracks contained in a certain contract entered into
 between the parties of the first part, through the agent of Morris
 H. Dyer, and the "Standard Motion Company, together with the
 conditions thereto annexed, dated September 2d 1902,
 it is agreed to pay and be paid by the parties of the second
 party herein named, the successors and assigns, and all of
 what ever conditions and covenants contained in said
 contract of September 2d 1902 are made parts hereof, and
 to pay in the first part of the second party, it is agreed, and
 acknowledged, that same is to be paid in four terms. The tracks
 to be maintained or repaired in the manner and operated
 in the manner and fashion by the Board of the second party, and its successors
 and assigns from time to time, are being as the Party
 of the second part, it succeeds and assigns occupies, uses
 maintains and operates the tracks so used and occupied
 by it in such terms and as long as it maintains and
 operates the Eliz. St. Run Plant and our claim upon its
 said property hereinbefore described, provided, however, that
 when the Board of the second party has the tracks on Elizabeth
 Street under the provision of this contract, it shall and at
 the same time, immediately or cause to be made and
 at the Board of Elizabeth Street to the extent with them for a
 distance of 60 feet west from Spy Run Avenue, and to a depth
 of at least twelve inches, to land according to plans and
 specification of the City Engineer, in accordance with the contract
 of the Board of Elizabeth Street and to its satisfaction and
 at the expense of twenty of the second party as well as the
 cost of grading of the sidewalks along said part of said
 street, and in making such pavement second party shall
 cause a six inch concrete foundation to be placed
 under all of its rails and ties on said Elizabeth Street
 in the amount of the bond above provided for shall be Three
 thousand Dollars (\$3000.00)

Provided further that such car barns, repair shops and
 buildings shall be constructed of fire proof materials and
 the said tracks on said Elizabeth Street shall not be used

It is further understood and agreed that both of the said
parties do not contract away from what may be liable for
or on account of any loss or damage occurring from
any ordinary damage or inconveniences incident to the operation
of an oil well or service plant or on account of unavoidable accidents
which may occur through fires, floods, strikes, riots,
war actions, breakages of machinery or other material or
other unavoidable casualties of any kind.

Given to the several ballot box of the second by & shall
hereafter be sent out, so far as the same relates to the fixing
of electoral powers by it to the party of the first part at the option
of the party of the first part, upon six months notice by first
part of its intention to make use of such option on the same
to be made requisitioned, from year to year. Each ballot in favor
of the party of the first part or any form or year such
contract shall continue for a period of four years from the
time when fully drawn, the rate of sum seven

7. It was our Bands and seal
body of First names. By

1870-1871

Henry Sch. 11, 15

Jesse Brosius

The Board of Public Works

Fort Wayne and Wabash Valley Traction Company by
Resolution.

Issued 7th August,

Section 1:- Be it ordained by the Common Council of
the City of Fort Wayne, That the contract entered into on
the 22nd day of May 1906, by and between the City of
Fort Wayne, by and through its Board of Public Works,
and the Fort Wayne and Wabash Valley Traction Company
be amended July 10th 1906 as fully set forth in the preamble
hereto, to and the same is in all things confirmed and
approved.

Section 2:- That this ordinance be in full force and take
effect from and after its passage and approval by the
Mayor.

John H. Neely

Signed at the Council Chamber in the city of Fort Wayne
Indiana on the 10th day of July 1906.

We hereby certify. That the Common Council of the City of
Fort Wayne Indiana, at a regular meeting held on the
10th day of July 1906 by a majority vote of all the members
elect, did pass the ordinance hereinabove attached and
known as General Ordinance No 288.

W. L. Schreiber
President

J. Frank Mangowan
City Clerk

Presented to the Mayor for approval on the 13th day of July 1906

J. Frank Mangowan
City Clerk

Approved this 21st day of July 1906

William J. Hasey
Mayor

General Ordinance No 2,90

Whereas, An ordinance abovesigned ratifies a contract entered into,
between the City of Fort Wayne and William H. Neffel on
the 26th day of July, 1906.

Whereas, The City of Fort Wayne on the 26th day of July, 1906,
by and through its Board of Public Works entered into a
contract with William H. Neffel for the construction by him, for
said City a Pump House, which contract is in the following words:

The agreement made this 26th day of July 1906, by and between,
the City of Fort Wayne by and through its Board of Public Works,
party of the first part and William H. Neffel, party of the second,
... & it is agreed:

The party of the second part in consideration of the payment to him
for the labor of the first part of the sum of One thousand fifty-four
Dollars, (\$1,054.00) upon the completion by him of the work described
in the plans and specifications on file in the office of the Board
of Public Works, agrees to construct a certain brick building
for a pump house, in connection with the water works system of
said city according to and in the manner set forth in the
plans and specifications, and of the materials mentioned in the
specifications above referred to. Party of the second part to do all
the construction of said building and the doing of said work at once,
and all to be completed within Thirty days from the date hereof
and to the satisfaction of said Board of Public Works, second
party to give bond for faithful performance of said work in sum
of \$2,000.00 in the sufficient sum.

Witness our hands and seals the day and year above written
City of Fort Wayne.

Edward D. Clegg

Henry Schwartz

Frank Brasfield

The Board of Public Works

11th & 12th

Section 1. Be it ordained by the Common Council of the City of Fort Wayne
that the contract entered into on the 26th day of July 1906, by and
between the City of Fort Wayne by and through its Board of Public Works
and William H. Neffel as fully set forth in the foregoing is to be
and the same is hereby in all things confirmed and approved.
Section 2. That this ordinance be in full force and effect from

after its passage and approval by the Mayor.

W. C. Linton

President of the Common Council in the City of Fort Wayne
Indiana on the 31st day of July 1906

I do hereby certify that the Common Council of the City of Fort
Wayne Indiana at a special meeting held on the 31st day
of July 1906, by a majority vote of all the members elect
did pass the ordinance hereto attached and known as
Senate Ordinance No 290

W. C. Linton
President

Frank Mungavan
City Clerk

Presented to the Mayor for signature on the 6th day of August
1906

Frank Mungavan
City Clerk

W. C. Linton, 10th day of August 1906

William C. Linton
Mayor

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Second Ordinance No. 9.91

Introduced by W.E. Cook to regulate the sale of ice, to provide for its weighing of the same and prescribing penalties for the violation thereof and as amended August 14th 1906

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, That it shall be unlawful for any dealer in ice in said city, who sells such ice by weight, to charge, collect, or attempt to charge, collect or receive from any person to whom any such ice has been so sold or delivered for any greater number of pounds of ice than shall have been actually delivered to any such customer.

Section 2. That it shall be unlawful for any dealer in ice in said city who sells such ice by weight at a stipulated price per pound or hundred weight, to deliver any such ice to any customer in said city without causing the same to be correctly weighed at the time of such delivery by the agent or employee delivering the same, and all agents and employees of any such dealer in ice so engaged in delivery of the same shall, in view of the necessary scale or scales, weighing apparatus by such dealer, to receive such agent or employee to ascertain weight each pound of ice so delivered at the time of such delivery, and it shall be unlawful for any such agent or employee to report or charge for any quantity of ice as delivered in excess of the quantity actually delivered according to the correct weight thereof.

Section 3. It shall be unlawful for any person delivering ice in said city which has been sold by weight to refuse upon demand to allow the customer to whom said ice is being delivered, to inspect such customer is present at time of weighing to within a 1/40 of a pound or less at the time of such delivery, or to refuse upon demand therefore to furnish to such customer so inspects in writing a written statement of the actual number of pounds of ice delivered to such customer at the time of such delivery. Provided however if such customer be not present at the time of such weighing, the weighing by such person as delivering such ice shall be final and conclusive.

Section 4. Any person who shall violate any of the provisions of this ordinance shall, on conviction therefor, be fined in any sum not less than Four Dollars nor more than

and claims for the first offense and not less than
fifty dollars nor more than Fifty dollars for any
subsequent offense.

Section 5. This ordinance to be in full force and effect
from and after its passage as follows by the mayor and
the council publication thereof.

Walter E. Brooks,

City Clerk to and Circular in the City of Fort Wayne
Indiana on the 14th day of August 1906

The hereby certify that the Common Council of the city of Fort
Wayne Indiana at a regular meeting held on the 14th
day of August 1906 by a majority vote of all the members
elect did pass the ordinance hereto attached and known
as General Ordinance No 291

W. C. Schlueter
President

Frank Mungovall
City Clerk

Presented to the Mayor for approval on the 18th day of
August 1906

Frank Mungovall
City Clerk

Clerked this 20th day of August 1906

William J. Hoseny
Mayor.

Decem. 1st C. 1900. No. 222

Introduced by
W. E. Cook

An ordinance requiring the screening or shading of electric arc headlights on interurban or other electric cars, and prescribing a penalty for the violation thereof.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, That it shall be unlawful for any person, firm, company or corporation, owning or controlling any interurban or other electric car, having an electric arc headlight, to operate the same in and upon the streets and alleys within the corporate limits of said city unless the headlights on such cars are screened or shaded to the effect that the light emitted therefrom shall not interfere with the vision of approaching persons or animals.

Section 2. Any person, firm, company or corporation who shall violate the provisions of this ordinance shall, on conviction thereof, be fined in any sum not less than ten dollars nor more than twenty five dollars.

Section 3. This ordinance to be in full force and effect from and after its passage approval by the Mayor and the legal publication thereof.

Passed,

Done at the Council Chamber in the City of Fort Wayne Indiana on the 14th day of August 1906

I do hereby certify. That the Common Council of the City of Fort Wayne, Indiana at a regular meeting held on the 14th day of August 1906 by a majority vote of all the members elect did pass the ordinance herewith attached and known as General Ordinance No. 222.

J. C. Sedgwick
President

A. Frank Munawar
Clerk

Presented to the Mayor for approval on the 18th day of August 1906

A. Frank Munawar
Clerk

Approved this 20th day of August 1906

William A. Evans

Document No. 293

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and Fort Wayne & Indiana Traction Company on the 27th day of July 1906, granting to said Company the right to lay certain tracks on and adjacent to Main Street.

Whereas, heretofore on the 27th day of July, 1906, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne & Indiana Valley Traction Company, granting to said Company the permission and authority to lay and construct certain tracks on Main Street and other streets which contract is in the following words:

"An agreement made and entered into this 27th day of July 1906 between the City of Fort Wayne Indiana, by and through its Board of Public Works, Party of the First Part, hereinafter called "The City" and the Fort Wayne & Indiana Valley Traction Company a corporation duly organized under the laws of the State of Indiana, party of the second part, hereinafter called "The Traction Company", Webster.

Whereas, the party of the second part has an option to purchase and is about to purchase lots numbered 559 and 560 in Harrison Addition to the City of Fort Wayne, Indiana and to erect thereon suitable buildings for a station for receipt and discharge of express matter and freight, provided the consent, authority and permission of said city is obtained to construct and maintain the necessary side or spur tracks in order to utilize said ground and buildings for such purposes, and;

Whereas, it is desired on the part of said city that such station be built, and thereby avoid loading and unloading of such express matter and freight on the streets or across the sidewalks of said city,

Now Therefore, in consideration of the premises, and of the mutual and several covenants herein contained, it is hereby agreed by and between said parties as follows:

1. Consent, authority and permission be and are hereby given and granted by the city to said Traction Company, its successors and assigns to construct, maintain and operate side or spur tracks from its main track on Pearl Street to the

north side thereof leading into said lots; also a track from its main track on Pearl Street to and along the east side of Maiden Lane to the north end thereof, the west rail thereof to be not more than 7 feet and 6 inches from the west line of property on the east side of said Maiden Lane, and a siding or passing track on the north side of said main track on Pearl Street, all as shown on the map and plan thereof attached hereto and made a part hereof, together with the necessary poles, wires, curbs, switches, turn outs and other necessary appliances to connect the same with said main track, for the purpose of trans- porting cars of the said Traction Company its successors and assigns, and all such other material as Electric Company may be operating interurban electric railroads in said City over the tracks of said company as may desire and be permitted to use said station; said track, in Maiden Lane shall not be used for the purpose of loading and unloading cars to or from wagons or other vehicles, and about, but said track, may be for the purpose of loading and unloading cars from and into said station.

2. Said tracks shall be constructed and maintained on the grade of said street as now or hereafter used and cleaned by the City, except that such curbs, and spur tracks leading into or along the side of said lots may be laid on a level with the center of said Pearl Street, but said Traction Company shall so construct the same, and shall construct and maintain a drain under said tracks so as to permit and not to obstruct the free flow of water along the north side of said Pearl Street, said drain to be constructed under the supervision and to the satisfaction of the Board of Public Works of said City, and the paving on said Pearl Street, that may be taken up in the construction of said tracks or any of them shall be replaced in as good condition as the same now is, and under the supervision and to the satisfaction of said Board of Public Works, and so that the top of said paving shall be flush with the tops of the tracks on said street, and the same shall be maintained so that said tracks shall not interfere with the free use of said street by other vehicles passing along the same. Said Traction Company shall refund to the City to owners the value to be determined by the City Civil Engineer of said City of the pavement on said Pearl Street lying between a line one foot north of the north rail of the present track and a line one foot north of the north rail of said additional track.

3. The rights, privileges and franchises hereby given and granted shall be subject to all the terms, conditions and

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covenants in relation to the maintaining and repairing of said side, spur and passing tracks and including all of the spaces between the rails and timber枕木 outside of the outside rail thereof in the certain contract entered into between this City by and through its Board of Public Works, and George Townsend, William S. Reed and Charles L. Miller, bearing date of November 27th 1900 and an amendment thereto and by virtue of which said Traction Company now maintains and operates its said main track on Pearl Street, such of said terms, conditions and covenants so contained in said contract to be as binding upon said Traction Company as if the same were copied and set forth in this contract, and reference is hereby made to the same as a part of this contract; provided however that said building or buildings for said station shall be built of fire proof materials, and the said side passing and spur tracks, leading into and along the same may be used as long as said Traction Company, its successors and assigns, shall maintain and use said main track on said Pearl Street and shall maintain and use said lots for such station, but the said side and spur tracks and said side or passing track constructed hereunder shall not be used for the storage of cars, and cars shall not be permitted to remain any unnecessary length of time on said tracks or any of them.

4. In consideration of the privileges hereby granted the said party of the second part hereby agrees to purchase or otherwise acquire said lots and to proceed with all reasonable diligence to erect thereon a suitable building or buildings of fire proof materials for such station purposes and that as soon as said building or buildings are constructed it will no longer permit any of its cars to be stored or standing longer than necessary in the proper operation thereof on any of the streets of said city, and that all its car carrying freight or express matter shall be loaded and unloaded while standing on or within the said lots, or on said side track next thereto on the east side of Maiden Lane, and that it will permit the cars of all other Interurban Electric Companies operating in said city over its tracks to use said station for such purposes on reasonable terms to be agreed upon between said companies, provided if said Traction Company, its successors and assigns, and said other Interurban Electric Company or Companies cannot agree upon reasonable terms and conditions to be paid by said other Interurban Electric Company or Companies to the said

Traction Company for the use of said tractors and stations, then and in that event, the reasonable terms, conditions, and compensation for such use shall be determined by the Circuit or Superior Court of Allen County, Indiana, in a proceeding to be instituted by any of said Traction companies for that purpose, but the failure to agree upon such reasonable terms, conditions and compensation or the institution of such suit shall not delay the use by said other Interurban Electric Railway Com. Sany or Companies of said tractors or stations, and they shall have the right pending such suit or pending such negotiations to use the same. Provided such interurban company or companies shall give such security as may be required by and to the satisfaction of said Court for the payment of such sum or sums as may be fixed by the court.

5. At any time this said Traction Company, its successors or assigns, shall fail or refuse after five days notice by mail to hold of public notice to perform any of the agreements on its part to do, performed herein obtained, the said city may at the option, by and through its Board of Public Works, cause to become any work as may be agreed to be done by said Traction Company, and charge the cost thereof to said city, & the same from said Traction Company, its successors or assigns with attorney fees.

6. Said Traction Company further agrees and binds itself to keep and hold said city free and harmless from any and all liabilities from any and all damages, loss, costs and expenses that may accrue to any person or persons, property, or said city on account of any injury to said person or property growing out of or committed in the construction, maintenance or operation of said tractors, or the operation of any car thrown by said Traction Company, its successors or assigns or on account of the failure of said Traction Company, its successors or assigns to perform any of the conditions herein contained to be performed on its part, and in case said city shall be entitled against said city on account thereof, said Traction Company upon notice to it by said city shall appear to and defend such suit at its own expense, and in the event that any judgment or judgments are rendered in any such action against said city, the said Traction Company shall pay such judgment or judgments with all costs, and hold said city harmless therefrom, and said Traction Company shall, before exercising any of its rights and privileges hereby granted, execute to said city a good and sufficient bond in the sum of Three Thousand Dollars with the Federal Union Surety Company as surety thereon conditioned that it will so pay.

city hamlets, and for the faithful performance by said Traction Company, its successors or assigns, of all the conditions and provisions contained in this contract to be performed on its part, and will, from time to time, whenever deserved by said Board of Public Works renew said bond.

In witness whereof said parties have hereunto set their hands and seals the day and year first above written.

City of Fort Wayne
By Edward J. Lehman
Henry Schubert
Jesse Brasius
Its Board of Public Works

Fort Wayne and Wabash Valley Traction Co.
Attest. J. M. Barrett. By C. D. Cummins
Its General Counsel Its General Manager

Section 1.: Be it ordained by the Common Council of the City of Fort Wayne that the contract hereto, for entered into on the 27th day of July, 1906, by and between, the City of Fort Wayne, by and through its Board of Public Works and the Fort Wayne and Wabash Valley Traction Company granting to said company the possession and authority to lay and construct certain tracks on Madison Lane and Pearl Streets as fully set forth, in the preamble hereto be and the same is hereby in all things confirmed and approved.

Section 2.: This ordinance to be in full force and take effect on and after its passage and approval by the Mayor

W. C. Schubert

Done at the Council Chamber in the City of Fort Wayne Indiana on the 14th day of August 1906

We hereby certify, that the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 14th day of August 1906, by a majority vote of all the members elect did pass the ordinance herein attached and known as Ordinance #293.

W. C. Schubert

President

Frank Mungovan

City Clerk

Presented to the Mayor for approval on the 18th day of August 1906

Frank Mungovan. City Clerk.

Approved this 20th day of August 1906

William J. Hickey
Mayor

Second Ordinance No. 294

introduced by
N.R.Bayor
N.E.Cooke
of the ordinance ratifying and approving a contract entered into
by and between the city of Fort Wayne by and through its Board of Public
Works and the Paul Manufacturing Company on July 11th 1906, as
amended August 14th 1906.

Whereas, heretofore on the 11th day of July 1906 and as amended on
August 14th 1906, the city of Fort Wayne by and through its Board
of Public Works entered into a contract with the Paul Man-
ufacturing Company providing for the laying of a single track
railroad across North Calumet Street which contract is as
follows:

This Agreement, Made this 11th day of July 1906, and as amended
on the 14th day of August 1906, by and between the City of Fort Wayne,
by and through its Board of Public Works, party of the first part and the
"The Paul Manufacturing Company" a corporation organized under
the laws of the State of Indiana, party of the second part, witnesseth,

Whereas, the party of the second part desires to procure a side track
connecting the main tracks of the Lake Shore and Michigan Southern
Railroad running with the same jacking, on top of same
party, situated on the west side of North Calumet Street in said
City, in order to facilitate the shipping to and from said plant
of such property as the party of the second part may desire, and
Whereas, said Railroad Company is unwilling to construct
such side track for said purposes;

Therefore, in consideration of the covenants and agreements
to be performed and complied with by the party of the second part as
hereinafter provided, consent, permission and authority are hereby
granted and given by the party of the first part to the party of the second
part to construct, maintain and operate or cause to be operated a
single track railroad across North Calumet Street at a point
seventy-five (75) feet north of the north line of Sixth Street.

It is understood and agreed that, in consent, permission
and authority herein given and granted are upon the following
terms and conditions:

1. The party of the second part, if it desires, to avail itself of the
benefits of the consent, permission and authority herein granted
shall cause the complete construction of said side track within
one year from the date hereof and in the event that it so avails
itself of such grant, permission, consent, and authority, than it

will cause the complete construction of such track within sixty days or no time & in case such time is exceeded the second party shall at no time in the construction of said track occupy for such purposes and at all other times for any time in excess of five (5) days, but in the event that party of the second part is prevented from complying with any of the above conditions by reason of any judgment or order of any court, their said Board of Public Works may grant a reasonable extension of time as to any one of the above provisions.

2. Said track shall not be elevated above and shall be constructed and maintained so as to at all times conform with the established grade of said location Street at said point of 2. a. in such grade that from time to time exist and in such manner as to in no way be an impediment to the circulation of traffic on the a. road, houses to the public in passing along, upon and across said track at an incline of 1% off; as well as a grade carrying over said track and ten feet on the outside of the curb to a width of twenty four (24) ft. to be constructed by party of second part and said track and the curb line of street conform with 1% off, as and about as now established, or to be hereafter established by said city and county at all times to be taken up and replaced by said party of the second part at their own expense for the purpose of re-grading, paving, repairing or repairing such street or for the purpose of constructing or repairing sewers, laying or repairing watermain or other pipes or for any public improvements. In case it becomes necessary in the opinion of said Board of Public Works to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said street, as above provided, said Board shall notify said party of the second part that it is in the opinion of said Board necessary to take up said track for any of said purposes or that said track does not conform with the grade of said street, as the case may be, and said party of the second part shall take up said track for such purpose within such time and for such length of time as the said Board may in such notice require in case such notice is as to repairs or improvements as above stated, or shall make said track conform to any such grade within (30) days, time from receipt of such notice in case such notice is as to the grade of such street, and upon the failure of said second

Particulars to do on the board of Public Works which have been agreed to take upon the tracks to move such instruments or structures made which shall conform to such a mode and change the said tracks to said second party, and in case a first second third party shall wish to pass such road or railway, without permission from the time said roads shall have entered the City Charter, and the City have a right of action to recover such road or railway, and a first second third party, together with a recompence of all moneys for the collection thereof.

3. If said first said party be satisfied to build with a nail side track over said the same and second third party, shall pay for each tier track one tressel between the rails of said track, and for a space of 1000 feet on both sides of said track, and in case such said nail side track shall be built with the grade to be used as said and a foundation laid at the expense of second party under the tier of nail side track of said 100 feet of concrete, said second party shall be paid said part of said street in the manner and at such times as the Board of Public Works may desire, and shall pay to said first and second parties of said street in a good condition of said

4. Said 20% of the second said street and drainage, drain or ditch to be turned to species, first 15' wide and along said part of the street, from and back to be laid and shall not exceed or exceed any more than the same to place where said latter street.

4 1/2. In case there after the tracks of said railroad Company shall be elevated through said city, shall and in that event, then said and second parties to remove and the said part of the second said party, same at its expense, the removal of said tracks, and place said at the said 100 feet in a good and substantial form for road and other use made as the same is made 100' off, unless said second party, at its expense, causes said sidewalk to be elevated according to plans and specifications prepared by and under direction of the engineer in charge.

5. The party of the second said to do all and manner of its said side track in such a manner as not in any way to interfere with the drainage of the surface water on said Calonne Street and shall, when constructing said track over and across said street do the same under the direction of the Board of Public Works, and in the manner required.

1822
13-a-6.

6. In case of the second party failing, however, and thereby itself
or books and tools sent unto him and Hamlin, from any and
all accidents, and from any and all damages that may occur
to any person or persons or property on account of any injury
to their persons or property growing out of the construction.

Maintenance or operation of said track or the operation of any
car thrown by any person or corporation, and in case said
shall be filed against said City on account thereof, said party
of second part upon notice by said City shall defend said action
at its own expense in the event that judgment be rendered
in said action against said City the party of the second part
shall bear such judgment with all costs and hold the City
harmless therefrom. Said second party shall execute to the
party of the first part a bond with sufficient surety to be afforded
by said Board of Public Works, payable to said City in the sum
of Three Thousand Dollars (\$3000⁰⁰) conditioned for the faithful
performance by said second party of all the conditions and pro-
visions in this contract, this contract to be performed on the part
and shall from time to time when requested by said Board of
Public Works renew said bond.

7. It is further agreed that if said second party fails to
comply with or perform any of the provisions of Sections 1, 3, 4,
4½, 5 and 6 of this contract within five (5) days of notice
thereof by the said Board, the consent, permission and
authority herein granted may be terminated by said Board and
at and after such termination the second party shall forfeit all
rights, claim and cause the removal at its expense of all
said track that may be laid on said street hereunto and place
said street at said point as good as certain for travel and if
the same make it as the remainder thereof there is.

8. It is further understood and agreed that this contract and
the provisions therein shall be binding upon the successors
and assigns of the party of the second part.

9. The consent, permission and authority hereby granted
shall continue for the period of thirty-five (35) years from
date hereof.

Witness, our hands and seals
City of Fort Wayne

E. S. Loomis
General Secretary
David L. Johnson
President of Pacific States.

Penn Manufacturing Company,

134, Franklin St., Boston.

President

Ottie L. G. Johnson

Secretary.

Section 1. Be it enacted by the Commissioners of the City of Fort Wayne, Indiana, to enact and provide for on the 17th day of July, 1906,
That in or on the month of August 1906, without notice by the city of
Fort Wayne, to all contractors, builders, and of public works, both of the
first and second class, doing business in the city of Fort Wayne, Indiana,
on or about the 1st day of August, 1906, there shall be made a
Rental confirmed, satisfied and approved.

Section 2. That it is to be in full force and take effect from and
after the 1st day of August, 1906.

William O. Moore
Secretary.

I am at the City of Fort Wayne, in the State of Indiana
on the 17th day of August 1906.

I do hereby certify that I am a Commissioner of the City of Fort Wayne
Indiana at a regular meeting held under the day of August 1906
I have read over all the minutes and checked back the ordinances, resolutions
attached and reviewed General Ordinance No 294.

H. C. Johnson
President

Frank W. Moore
Secretary

Presented to the Mayor for adoption on the 18th day of August 1906.

J. Frank D. Wagner
City Clerk.

Attest and done, 20th day of August 1906.

John W. Johnson
Secretary

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1891
Aug 28, 1906

City of Fort Wayne Indiana

Section 1. Be it enacted by the Common Council of the City of Fort Wayne, Indiana, that the first lineal lots within the city of Fort Wayne,

Section 1. Be it enacted by the Common Council of the City of Fort Wayne, Indiana, that the first lineal lots of the city to and including the intersection of Superior Street and Webster Street;

beginning at the intersection of Superior Street and Webster Street; thence in an easterly direction to Wells Street, thence northerly on Wells Street, to Fairmount Place thence westerly on Fairmount Place, to the first alley west of Wells Street. thence in southerly direction along said alley and the west line of said alley produced in a south easterly direction and parallel with Wells Street until said west line intersects Superior Street, thence to the point of beginning.

Section 2. This ordinance shall be in full force and effect on and after its passage and its approval by the Mayor and legal Publication.

Given, & Leased

J. H. Garrison
William A. Bayar

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 28th day of August 1906.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of August 1906, by a majority vote of all the members did pass the ordinance hereinabove attached and known as

Denzier Ordinance No. 295

W. W. Schucker

President

Frank M. Ferguson
City Clerk

Presented to the Mayor for approval on the 31st day of
August 1906.

Frank M. Ferguson
City Clerk

Approved this 8th day of September 1906

William J. Rosey
Mayor.

Decr : Oct 10, 1906

I, Edward C. Jones, of the city of Fort Wayne, Indiana, and a citizen of and resident in said city, do hereby make and enter into this instrument into the 15th day of August 1906, to and between the City of Fort Wayne, Indiana, the State Board of Public Works, and the Springfield Parkway Company, collectively herein called "the Company," to set forth the terms of leasehold by which the City of Fort Wayne has granted to the Company the franchise to construct and maintain a parkway, or other public highway, in the town of Fort Wayne, Indiana, and to regulate the same.

The Company, on the 15th day of August 1906, the City of Fort Wayne, to and through the Board of Public Works, entered into a contract with the City of Fort Wayne, and the Springfield Parkway Company, for the construction of a parkway, or other public highway, in the town of Fort Wayne, Indiana, and to regulate the same.

The work will commence on the 1st day of August 1906, and continue for the term of five years, provided the City of Fort Wayne, Indiana, has the right to extend the term for one year, at the rate of \$15,000 per year, and the City of Fort Wayne and the Springfield Parkway Company, will at the second last, first monthly,

That in consideration of the several and mutual advantages resulting therefrom, I do hereby grant by and between the parties hereto as follows:

1. For convenience the City of Fort Wayne will be entitled to designate boundaries to "said city"; the Fort Wayne and Springfield Parkway Company, will be entitled to assign to them after the completion of the construction of the "said city" boundaries by the above "said city"; and the Fort Wayne and Springfield Parkway Company, will be entitled to succeed and carry on, with the completion of the construction of the "said city" boundaries, "said Parkway."

2. Control, government and authority to and amply granted by said city to the above party to conduct, run and operate the road along, upon and over the following City and Tracts of land in Sectional boundaries. The Calumet street line, including an extension of a single tract, shall be made by said Franchise Company to the southern limits of said city, thence west on Calumet Street to its intersection with Main Street, thence for a quarter mile, east on Main Street to Clinton Street, thence south on Clinton Street to Columbia Street, thence west on Columbia Street to Calumet Street thence south on Calumet Street to the southern limits of said city; And for mail, express and passenger cars, from said intersection of Calumet Street and Main Street, over the tracts of said Franchise Company, around any loops maintained by said Franchise Company.

... of a time by the said company, whereupon such freight loop is completed, and in such case that any change or changes shall be made in the route of such loop, such changed route of such loop shall become and be a part of the route covered by this contract, also to connect with the tracks and power of said traction company with all tracks which the second party may provide for the storage of its cars or use for shipping purposes; also to connect with and operate its cars over the tracks of said traction company, by the most direct route by which tracks are connected to such the cars in service of said traction company.

3. The named cities, or certain parts of same, are authorized to be the site of an
agent's office, and may have a station for the receipt and
despatch of mail, and may at least five hours between the limits
of one hour and the noon, during the regular hours, no stations,
or such stations as may be used by said second post office within
said city, said stopping places to be designated by the Board
of Postmasters of said city; second post office shall charge for auto
and no more for a single fare between any two points in said
city, or more than two or divided and unbroken roads for pas-
sage within said city, to said trustee, a sum trustee Comming shall by
agreed upon and paid him for his services. In the event the care of
said second post office

4. Said second party, or their agents, shall be free, carriage in its baggage car, or suitable compartments thereof, provided for such purpose as may be necessary, in a simple car of the same general style and construction as a passenger car, excepting as to windows, doors, inside partitions & strength thereof. Such baggage belonging to the passenger as is necessary is bound to be carried by following on its railroad rods, and also the United States mail, merchandise & express and general matter which can be carried in the kind of cars hereinbefore described. Provided, however, that no live animals of the kind commonly used in stock, shall be carried in any such case, or any compartment thereof, and provided further that all baggage other than hand baggage and express matter shall be delivered at the station or terminal selected by the second party as above stated, and all merchandise and freight carried as aforesaid, shall be delivered at the station or terminal located on the freight loop hereinbefore referred to and maintained by said traction company or by the second party; and in no case, shall any baggage (other than hand baggage) or any express matter, boxes, or merchandise, be loaded or unloaded

in or upon any of the streets, alleys, avenues, or public grounds, of said City, except at such station or terminals, provided that not more than one car shall be operated in any one train, without the written consent of said Board of Public Works.

5. Cars of the second party shall be propelled by electricity or other improved power and not by steam, and during the entire life of this grant shall be so operated as to render the public at all times, fast, safe and efficient automobile service. The cars shall be of the most approved pattern style and finish, and shall, at all times be kept clean, well ventilated, provided with comfortable seats for passengers, efficient lighting and heating at all times when the state of the weather renders the same necessary to the comfort of the passengers. Such cars shall be painted on the outside, and the passenger cars decorated on the inside, and repainted and redecorated from time to time, and kept in a good state of repair, so as, at all times to present a neat and attractive appearance. Each car shall be equipped with a pilot and head light and the other modern devices for the safety of passengers and employees, and each car shall have thereon a sign in limited letters indicating route and distance noted letter for road service, or both in combination indicating the route and destination of such car. Such signs shall be of such size, and shall be maintained in such a conspicuous position, that the same may be readily discerned and read by people of ordinary sight; provided however, that such head light shall be provided with a ground glass screen for use within the limits of said City.

6. Within the limits of said City the cars of the second party shall at all times, be required to be and shall be operated at the same rate of speed as that at which the cars of said Traction Company shall be required to be operated on the same lines, and shall not be stopped or permitted to stand on the lines of said Traction Company, for the purpose of taking on or off merchandise, excepting at such points on the freight roads as may be agreed upon by said Traction Company, the purpose hereof being to avoid unnecessary interference with the operation of said Traction Company's cars on its said lines.

7. The second party shall, at all times, be required to so operate its cars as to not unnecessarily impede public traffic at the intersection of the public streets, avenues or alleys of said City and shall not, except to avoid accidents, stop the cars on any cross streets. Whenever any team or vehicle, except other automobile or street cars, shall be met or overtaken by any car of the second party, the driver of such horse, team or

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reserving the right of way to such car, nor shall any person
pass or stand or interfere with any car of the second party
in its station, or drives or causes to be driven at a slow pace,
any horse, team, wagon or other vehicle, on along, across or
near the tracks on which such car is to be operated, after being
notified to the motorman by the ringing of a bell or otherwise of
the approach of such car.

8. The second party, shall conform in all respects to the laws
of the State of Indiana, and the laws and ordinances of said
city now in force or to hereafter become in force, and to all
other public authority in the same relative to the management,
operation and control of its cars, in so far as the same shall
concern the health and safety of its patrons and public.

9. If the car on any street or road, or any part thereof, on which
the second party shall own, construct and operate its interurban
line of railway, is brought within the limits of said city, the
second party shall pave with the same kind of material used
in paving the remainder of such street or road, the spaces
between its rails including the space between its tracks
one or one and one-half inches in width, the latter inclusive
on the outside of the outside rail of its tracks, and place
underneath such rails and the ties thereto, a six inch
concrete foundation, and repair the same whenever and
as often as the remaining portions of said street are paved
or repaired by said City, and keep and maintain the same
repair as constant and as noted by said Board of Public Works.
Such paving shall be done, as to material and manner,
according to plans provided by said Board of Public Works
and under specifications furnished by the City Civil
Engineer of said City, and in pursuance of such plans,
it is understood and agreed, however, that the second party
shall not be required to pave or repair such portions of such
street or road with any more expensive material, nor in a
different manner than the rest, and in which the remaining
portions of said street or road are paved and repaired; and it
is further agreed that all poles used and maintained upon
such paved street or roads shall be of iron.

10. It is agreed by and between the parties hereto that one of
the principle considerations for the grant hereunder, is the agree-
ment and undertaking by the second party to have built, equipped
and in operation a continuous line of interurban railway from

the City of Decatur, Indiana to the City of Fort Wayne on or before the 1st day of January 1907 and failing within said period of the second party to have such continuance line of return base railway constructed, completed and in operation between and during which period of time shall operate to the same and forfeit all rights of the second party hereunder, and render the grants herein null and void unless such failure shall be due to acts of Providence, litigation or unavoidable delay, in which event the Board of Public Works of said city may, at its option, grant a reasonable extension of time, providing that such extension of time shall be approved by the Common Council of said city. In the event that after said time shall be constructed, completed and in operation for a period of twelve months as herein for provided, the second party shall thereafter and within the term of this contract maintain or cause to be maintained at least one car each hour from the City of Decatur, Indiana to the City of Fort Wayne, Indiana, between the towns of Goshen R.R. and S. Dixie R.R., and over any portion of the line or route so far as aforesaid, unless by accident unavoidable disease or acts of Providence, it becomes impossible to do so, whereupon the grant hereinabove shall be immediate and to be forfeited, and this contract shall be null and void.

11. Said second party agrees to at all times defend and save harmless and indemnify said City from any and all damages, lawful claims, demands, costs and expenses caused by any injury to any person or property produced by or growing out of the construction, maintenance and operation by said second party of its cars under the rights and privileges herein granted, and will save, and agree hereby to save, said City harmless and indemnify it from any and all damages to persons or property growing out of the exercising by the second party of the rights, power and privileges herein granted, or from the enforcement by the second party of the same, or out of any failure on the part of the second party to perform any of the duties herein imposed upon it, and the second party shall, upon the request of said City, defend at its own expense, sue and set actions that may be instituted against said City to recover any of the damages above specified, either in its own name or in the name of said City, and at the instance of the Board of the second party, and will pay any and all judgments with all costs that may be sustained against said City in any such action or actions, and will hold said City harmless therefrom, and said second party shall before operating cars under this contract execute a bond in the sum of (\$10,000) to said City with sufficient surety thereon to be approved by said Board of Public Works, conditioned for the faithful performance by second

of the provisions of this section of this contract, and shall from time to time renew the same whenever requested by said Board so to do.

12. It is further agreed by the parties hereto that all rights, powers and franchises granted heretofore to the second party to conduct and operate its cars on, along and over the said lines of said traction company, in said city shall continue and remain in force until November 9th 1937, 15 at 12 m. in the time of the expiration of the franchise of said Traction Company, and all the terms, conditions and covenants of this contract shall be in full force and remain in full force for that period of time on both parties parts. The second party, recognizeth and agrees that said period of time is a chief consideration for, and an essential and governing condition of this contract and hereby binds itself, its successors and assigns, that at the expiration of said period it will peaceably yield possession of all parts of the streets, avenues and other public ways in said city on which its cars are then run and operated, and cease the operation of its cars on said streets, avenues and other public ways, and thereafter will make no claim of any kind to exercise any rights whatever under the grants herein made.

In Witness Whereof said parties have hereunto set their hands and seals this 13th day of August 1906.

The City of Fort Wayne
By Edson J. Leonard
Henry Schantz
The Board of Public Works

Attest H.A. Becker.

John.

The Fort Wayne & Springfield Railway Co.
By W.H. Fledderjohann.
Its President.

Attest B.A. Fledderjohann, Sec.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 13th day of August 1906, entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Fort Wayne & Springfield Railway Company, authorizing said Company to enter the City of Fort Wayne on the tracks of the Fort Wayne & Habash Valley Traction Company, as fully set

first must be unanimous. Hence, the audience is fairly in a position to ratify and approve.

Section 2: Resolution is made to inform you at first post and after its passage and adoption by this chapter.

Wm. H. ...

Wm. H. ...
Chairman of the Board of Directors in the City of Fort Wayne,
Indiana, on the 20th instant.

The Board of Directors of the Commercial Bank of the City of Fort
Wayne, Indiana, at a regular meeting, held on the 20th day
of August, 1906, of a majority vote of all the members said
Bank voted to endorse the resolution and know as
General Ordinance No 296.

J. C. Schuyler
President

F. F. Munroe
Vice President

Presented to the Board for adoption on the 3rd day of August 1906.

F. F. Munroe
Secretary

Attest: Wm. H. on the 20th day of September 1906

Wm. H. ...
Chairman of the Board

Linen County No. 297.

City of Fort Wayne, Indiana, by and between a contract entered into on the 3rd day of August 1906, by and between the City of Fort Wayne and the C L Olds Construction Co.

Whereas, heretofore on the 3rd day of August 1906, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the C L Olds Construction Co., for the laying of a water main on Clement Avenue, which contract is as follows:

Agreement made this 3rd day of August 1906, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and the C L Olds Construction Company, party of the second part, witnesseth;

That the party of the first part shall, for and in consideration of the sum of money to be paid to it by the party of the first part as herein after more fully provided, to lay and construct 3000 feet of six inch pipe with lead and gasket joint on Clement Avenue in Forest Park Addition to the City of Fort Wayne, with all necessary crosses, tees, hydrants and valves and boxes, according to the manner, and under the conditions named in the specifications for said work being the specifications on file in the office of said Board of Public Works, Water Works Department, which for identification have been signed by the parties, and which are hereby made a part of this contract, the same as if fully set forth herein.

It is agreed by the party of the first part, that it will pay to the party of the second part for all the work and labor to be so performed as follows:

\$1 cent for each linear foot of 6 inch water pipe on said Clement Avenue; \$4 50 for each in cross, laid and connected; \$2 50 for each 6 inch valve and box; \$1 20 for each 6 inch tee; and \$5 25 for each hydrant; all the pipe, crosses, tees, hydrants, valves, boxes, lead, lumber &c, to be furnished by the party of the first part, and the sum to be so paid to the party of the second part to be in full for all the work, and labor in the laying of said pipe, the placing of said crosses and tees, and the setting of said hydrants, valves and boxes.

It is further agreed that the party of the second part may be required by the party of the first part to lay and construct more than paid 3000 feet of water pipe, but in case the said party no

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ago in more than said 3000 feet of water pipe or less, that quantity, the party of the second part shall all only receive compensation at the above specified rate for the actual number of linear feet so ordered by the Party of the first part, and the party of the second part further agrees that it will place as many crosses and tees, and set as many hydrants, valves, and bolts as it may be required to do to the full of the first part.

This shall be commenced by the Party of the second part as soon as said City shall begin such pipe and other materials, and shall be completed within Thirty days from the time work is commenced, and to the satisfaction of said Board of Public Works.

It is further agreed by the party of the second part, that it will not sue said City for any and all damages that may occur to said City or to any person or property growing out of or connected with the performance by the party of the second part of this contract, and will appear to and defend any and all actions that may be instituted against said City for the recovery of any such damages, and in case any judgment or judgments are rendered against said City in any such actions, the party of the second part shall pay the same, and said party of the second part shall execute to said City a bond with sufficient security in the sum of \$10,000, conditioned that it will so save said City harmless, and that it will faithfully and properly perform this contract.

This contract shall not be binding upon the party of the first part until the same has been approved and ratified by the Common Council of said City.

Witness our hands and seals this 3rd day of August,

A.D. City of Fort Wayne

1896. D. S. Stevens

Julian F. Franke

Clerk.

Henry Schwartz

Jesse P. Rosenc

Its Board of Public Works

The C. & C. Construction Co.

W. C. C. C.

Section 1.: Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto on the 3rd day of August 1896 entered into by and between the City of Fort Wayne by and through its Board of Public Works, and the C. & C. Construction Company,

for the laying of the water main on Current Avenue, as fully set forth in the preamble hereto, be and the same is hereby in all things approved and ratified.

Section 2: That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

J. M. Hurry,

I the Council Chamber in the City of Fort Wayne
Indiana on the 11th

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 11th day of September 1906 by a majority vote of all the members elect did pass the ordinance hereinabove attached, and known as General Ordinance No 297.

H. C. Schiviro
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 15th day of
September 1906

Frank Mungovan
City Clerk

Given and this 25th day of September 1906

William G. Bosley
Treasurer

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Article one, ratifying and approving the contract entered into
between the City of Fort Wayne and Pioneer Coal and Wood
Company, on the 31st day of July 1906, relative to the purchase by
said City.

Whereas, heretofore on the 31st day of July 1906, the City of Fort
Wayne entered into a contract with the Pioneer Coal and Wood
Company, providing for the purchase of a year's supply of coal
by said City from said Company, which contract is in the following

form, now, and made this 31st day of July 1906 by and between
the City of Fort Wayne by and through its Board of Public Works
and the first part, and Pioneer Coal and Wood Company,
hereby, of the second part, witnesseth;

That in consideration of the purchase by said City from the
said party of the second part of its year's supply of coal, from the 1st
day of January 1907 to the 31st day of December 1907, in the
manner hereinafter provided, the party of the second part hereby
agrees to furnish to the party of the first part during said period
of time such quantity as said City may desire of the following
described coal, and for the price set opposite the same respectively:

	Price
Domestic Lumps	\$ 1.00
3/4 Lumps	1.3
Mine Run	1.15
Mud	9.5
Southern Lumps	\$ 1.15
Mine Run	1.15
3/4 Lumps	1.15

Pittsburg No. 8
3/4 Lumps
Mine Run

N. Va. Fairmount District.
Mine Run.
3/4 Lumps

Said City to buy from the said Company all of the coal used by
it during said period of time, so long as the

and quantity is satisfactory to said Board of Public Works and the same to be shipped and billed direct from mine to said City on either the Lake Shore and Michigan Southern Railroad or the New York, Chicago and St. Louis Railroad as may be directed from time to time by said Board of Public Works, and at such place in said City as said Board may direct.

Said City to pay all freight on all coal so purchased by it and it is understood and agreed that the freight rate for all coal shipped from the Sunday Creek Hocking Valley Miners shall not exceed \$1.35 per ton, and the freight rate on all coal shipped from the West Virginia Miners shall not exceed \$1.60 per ton, but if lower freight rates can be obtained by party of the second part thru said city shall pay no more than the actual freight rate so obtained.

This mutually agreed between the parties hereto that payment by first party shall be made to second party on or before the 15th of every month based upon mine weights on all coal delivered as aforesaid during the month previous thereto. The strict performance of this contract by the party of the second part is subject to delivery of coal herein on cars at said mines aforesaid shall be subject to delays occasioned by strikes, accidents and other unavoidable temporary casualties in the operation of said mines, and want of car supply, and failure of Railway Companies to deliver and place cars at the mines for loading, or other causes beyond the control of the said party of the second part.

It is further agreed between the parties hereto that after the delivery of said coal on board of car by said party of the second part, said party at the request of the first party, and a. the agent of the party of the first part, will use its best endeavor with carriers to have said cars of coal delivered as aforesaid billed and sent forward promptly to destination.

It is also agreed between the parties hereto, and the party of the first part covenants that the coal to be furnished under this contract is to be used only in the pumping stations of the party of the first part known as number 1 and number 2 pumping stations in connection with its water works system, and shall not be sold or delivered to other parties or purposes.

The price named in this contract are based upon the present mining rate of 90 cents per ton for Picked Mixed 1 $\frac{1}{4}$ Hocking Lump and 86 $\frac{2}{3}$ for Picked Mixed 2nd Cedar Grove Lumps coal; If Coal shall advance or decline as said rate of mining may advance or decline during the period of this contract.

This is for the 19th and made to be by the parties to this that it is
option herein given to each party of having said coal shipped to it or
either of the two above specified railroads, & shall not in any manner
increase the freight rates hereinbefore mentioned, and all freight rates
over and above that mentioned in this contract shall be paid by
party of the second part.

This contract shall not be binding or take effect until the second party shall execute to the body of the first party a bond in the sum of Six thousand dollars, with sufficient security therein to be apportioned by the Mayor and City Comptroller of money of the first party, and conditioned for the faithful performance by body of the second party of all terms conditions and agreements herein to be performed by it and until this contract be drawn ratifyed and approved by the Common Council of said City.

Witness our hands and seals this 31 day of July 1906.

The City of Fort Wayne

Mr. E. Y. Leinen

Hans Schenck

for more information

Mr. Ward of Sutton, 1803.

Pioneer Coal and Wood lots

By C. E. Moellering

The President X

D. H. Gleason

Section 1. Be it ordained by the Common Council of the City of Fort Wayne. That the contract heretofore on the 31st day of July 1906 entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Pioneer Coal and Wood Company, are fully set forth in the following terms, to-wit: and the same is hereby in all things ratified and approved.

Section 2: That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

Done at the Clerical Chamber in the City of Fort Wayne
Indiana on the 11th day of September 1904.

do hereby certify, That the Common Council of the City of
Fort Wayne Indiana at a regular meeting held on the 11th day
of September 1906, by a majority vote of all the members elect
did pass the ordinance herunto attached, and known as
General Ordinance No 298.

H. L. Schiviz
President

J. Frank Munogovan
City Clerk

Presented to the Mayor for approval on the 15th day of
September 1906

J. Frank. Munogovan
City Clerk

Obliged this 20th day of September 1906

William S. Brown
City Clerk

Dec. 15. 1852.

Introduced by
W. Welch
and
Amended by
J. C. H. [unclear]

An ordinance amending certain territory to certain wards in the City of Fort Wayne made necessary by the annexation of said territory to said City, as amended on December 15, 1852.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the following described territory within the corporate limits of said City be and the same is hereby annexed to and made a part of the first ward in said City, commencing at the intersection of the center line of Madison Avenue and the north line of Lake Side Park Addition, thence running north along the center line of said Madison Avenue to the center line of the Hickory State Road, thence west along the center line of said Road to the center line of Malcolm Street, thence north on the center line of said Street to the north line of Pettico Addition, thence northwest along the north line of said addition to the center line of the St. Joseph Gravel Road, thence northeast along the center line of said road to the center line of Charlotte Avenue, thence west along the center line of Charlotte Avenue, to the center line of Charlotte Avenue produced west to the center line of the St. Joseph River, thence along the center line of the St. Joseph River to its intersection with the north railings of the bridge crossing said river on the Hickory State Road, thence along said railing to the east bank of said river, thence following the meanderings of the said bank of said river, to its intersection with the north line of said Lake Side Park Addition.

Section 2. That the following described territory be and the same is hereby annexed to and made a part of the second ward in said city commencing on the east bank of the St. Joseph and Maumee River at its intersection with the center line of the Columbia Street Bridge, thence running in a northeasterly direction following the meanderings of the said St. Joseph River to its intersection with the township line between Washington and Wayne Townships, thence to the west bank of Spy Run Creek, thence in a southwesterly direction following the meanderings of said creek and the meanderings of the St. Mary's River until the west line of said River intersects with the east line of Columbia Street extending north, thence south to where the south bank of said river intersects with the east line of Columbia Street.

Section 3. That the following described territory be and the same is hereby annexed to and made a part of the fifth

100

City, commencing at the point of intersection of the east line of the right of way of the Lake Shore and Michigan Southern Railroad with the north bank of Mill Creek, thence south-westerly following the east line of said right of way to the south line of section 3 in Township 30 north, range 12 east, thence east along said section line to its intersection with the west bank of the St. Marys River, thence north east following the meanderings of said River to a point directly east of the beginning point, thence west to the place of beginning; and commencing at the intersection of the west line of the right of way of the Grand Rapids and Indiana Railway Company with the north line of the Old Canal Property, thence running along the north line of said Canal property to the south line of the right of way of the New York, Chicago and St. Louis Railroad, thence running along said south line to its intersection with the west line of the right of way of the Grand Rapids and Indiana Railway Company, thence along said west line to the place of beginning.

Section 4. That the following described territory be and the same is hereby annexed to and made a part of the eighth ward in said City, commencing at a point where the center line of Reidmiller Avenue produced north intersects with the north line of the right of way of the Pittsburg, Fort Wayne and Chicago Railroad, thence west along the north line of said right of way to the east bank of the St. Marys River, thence south along the east bank of said River to its intersection with the south line of Tracy's Sub-Division of Ewings Addition number 15, thence east along the south line of said sub-division to the center line of Reidmiller Avenue, thence north along the center line of said Avenue and said line produced north to the place of beginning.

Section 5. That the following described territory be and the same is hereby annexed to and made a part of the ninth ward in said City, commencing on the center line of Spring Street where it intersects with the center line of Jessie Avenue, thence west along the center line of Spring Street to the west line of the right of way of the Grand Rapids and Indiana Railroad, thence south along the west line of said right of way to the south line of the right of way of the New York, Chicago and St. Louis Railroad, thence east along said last mentioned right of way to its intersection with the north line of the Old Canal Property, thence in a north-easterly

direction along the north line of said canal, subject to a claim of first
the northwest corner of lot 6 in Bach's Addition.

This commencing at the point of intersection of the center line
of Rock Street and Amber Avenue, thence running in a northerly
direction along the center line of said Rock Street to the center line
of St. Joseph Avenue so called, thence east along the center line of
St. Joseph Avenue so called to the center line of St. Joseph Avenue
produced east to a point 150 feet west of the west line of North Clinton
Street so called, thence running in a northerly direction and
parallel with North Clinton Street so called to a point due west of
the south railing of the bridge crossing the canal feeder at Gay
Avenue, thence east to the west bank of the old canal feeder, thence
southerly following said west bank and the west line of the
canal feeder addition to the east line of the Lake Shore and Michigan
Southern Railroad; and also commencing at the center line of the
St. Joseph River where it intersects with the center line of the Buckville
Road thence north along the center line of said River to a point
250 feet north of the north hand railing of the bridge crossing the
old canal at the location Broadway, thence due west to the west
line of the old feeder canal property, thence south along said
west line to its intersection with the canal feeder addition, thence
along the west line of said addition to its intersection with the east
line of the Lake Shore and Michigan Southern Railway, thence
south on said east line to its intersection with the center line of
Mill Road, thence west on said center line to the west bank of Gay
Run, thence across said bank first to the intersection of said
Gay Run to the town line between Wayne and Washington townships
thence east to the center line of the St. Joseph River, and thence
following said center line to the place of beginning.

Section 6. That the following described territory be and the same
is hereby annexed to and made a part of the tenth ward in said
city commencing at the intersection of the center line of Hanna
Street with the center line of Eckert Avenue, thence south on the
center line of Hanna Street to the south line of out-lot number 4 of
Pugh's outlot, thence east on the south line of said out-lot
number 4 to the east line of said out-lot, thence north on
the east line of said out-lot to the center line of Eckert Avenue,
thence west on the center line of Eckert Ave to the place of beginning.
Also commencing at the intersection of the center line of Mc Kee Street
and the center line of Smith Street, thence east on the center line
of Mc Kee Street produced east to the center line of Walton Avenue,
thence north along the center line of Walton Avenue to the center line of
Pontiac Street, thence west on the center line of Pontiac Street

center line of Smith Street, thence along the center line of Smith Street to the place of beginning.

Section 7. That this ordinance shall be in full force and be effect from and after its passage and approval by the Mayor.

John H. Welch.
M. Kinner

Done at the Council Chamber in the City of Fort Wayne Indiana, on the 11th day of September,

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 11th day of September 1906, by a majority vote of all the members, did pass the ordinance hereinabove attached and known as General Ordinance 299.

J. C. Schlueter
President

J. Frank Mangoyan
City Clerk

Presented to the Mayor for approval on the 15th day of September 1906.

J. Frank Mangoyan
City Clerk

Approved the 25th day of September 1906.

William J. Brown
Treasurer

General Ordinance No. 300.

An ordinance specifically directing the Board of Public Works
 to erect, or cause to be erected, a municipal electric light
 works, and providing for the submission of that question to the
 voters of the city at the general election to be held in November
 1906.

Whereas, on September 27th 1898, the Common Council of the city
 of Fort Wayne, by the adoption of a committee report, declared
 in favor of the construction of a Municipal Electric Light
 Works and at the same time caused to be placed in the tax levy
 of said city a levy of two and one half cents on each one
 hundred dollars valuation of the taxable property of said
 city and continued thereafter to place in the tax levy of each
 year an item for the same purpose, from time to time increasing
 the same, and

Whereas, there has accumulated for the purpose of the con-
 struction of such Municipal Electric Light Works the sum of one
 hundred and twenty one thousand four hundred dollars and 74/100th
 Dollars, which sum will be increased to the collection of the second
 installment of taxes for 1906, about One Thousand Dollars,
 making the total amount of said fund, after the collection of said taxes,
 about one hundred and thirty one thousand four hundred dollars
 and 74/100th Dollars, which sum is in the opinion of the council
 sufficient for the complete construction of such works, and,

Whereas, there is to be held, in the City of Fort Wayne and
 County of Allen on the 6th day of November 1906 a general election
 and, in the opinion of the council, a majority of the voters of
 said city are in favor of the construction, maintenance and
 operation by said city of such works. Therefore,

Section 1. Be it ordained by the Common Council of the City of
 Fort Wayne, That the Board of Public Works of said City be and be
 constructed, by contract or otherwise, maintain and operate a Mu-
 nicipal Electric Light Works, for the purpose of supplying such city
 and the inhabitants thereof, with the use and convenience of such
 works.

Section 2. That the question of the construction, maintenance and
 operation by the city of Fort Wayne of a Municipal Electric Light
 Works be submitted to the qualified voters of said city at the
 general election to be held in said city and county on the 6th day
 of November 1906, to determine whether or not a majority of the

voters voting on such questions are in favor of the construction, maintenance and operation of such works

Section 3. That the Mayor, and Board of Public Works, of said city be and they are, hereby authorized and directed to cause a proper notice to be given to the qualified voters of said city of the submission to them of said question at the general election to be held on said 6th day of November.

Section 4. That this ordinance be in full force and take effect from after its passage and approval by the Mayor

W.C. Schurz
Philip H. Nye
John H. Welch
R.H. Harrison
G.D. Steiner
Chas A. Rodenback
William A. Bayar
Michael Kinder
& M. Kinsley

Done at the Council Chamber in the city of Fort Wayne
Indiana on the 25th day of September.

We hereby certify, That the Common Council of the City of
Fort Wayne Indiana at a regular meeting held on the
25th day of September 1906, by a majority vote of all the
members elect, did pass the ordinance hereinabove attached
and known as General Ordinance No 900.

W.C. Schurz
President

J Frank Munogowan
City Clerk

Presented to the Mayor for approval on the 1st day of
October 1906.

J Frank Munogowan
City Clerk

Approved this 2nd day of October 1906

William J. Hasey
Mayor

Council Chamber No. 301

General assessment taking for City purposes for the year 1906

Introduced by John H. Welch
 Section 1. Be it ordinance by the Common Council of the City of Fort Wayne, Indiana, that a levy of $\$1\frac{1}{2}$ upon each \$100 $\frac{1}{2}$ of assessed valuation of all property within the corporate limits of the City of Fort Wayne, Indiana, be made for the year 1906.
 That the above levy be divided as follows.

General purposes and interest	\$.84
Sinking Fund	.15
Anthony Wayne Monument Fund	.00 44
Firemen's Pension Fund	.01
Policeman's Pension Fund	.01
Municipal Electric Light Fund	.07 12
Market House Fund	.01 44
All taxes shall be collected from individuals inhabiting & liable by law, a full tax of \$2.00	

Section 2. That all taxes shall be collected by semi-annual installments

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

John H. Welch.

Moved at the Council Chamber in the City of Fort Wayne Indiana
 on the 25th day of September 1906.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 25th day of September 1906, by a majority vote of all the members elected did pass the ordinance hereinabove attached and known as General Ordinance No. 301

W. C. Schurz,
President

Frank Mungaray
(City Clerk)

Presented to the Mayor for approval on the 1st day of October 1906

Frank Mungaray
(City Clerk)

Approved this 2nd day of October 1906

William J. Brown,

(Ordinance No. 303)

St. County
Ind. 1906
An ordinance extending the City limits and annexing certain territory to the City of Fort Wayne Indiana as amended October 9th 1906

Section 1: Be it enacted by the Common Council of the City of Fort Wayne Indiana, that the territorial limits of the City be and are hereby fixed and extended as follows:
Commencing at the center line of Euclid Ave with its intersection of the south line of the right away of the Pittsburgh of Fort Wayne and Chicago R. R. Lines, north east following said right away line to its intersection with the center line of Savannah Ave, thence south on the center line of Savannah Ave and the center line of Savannah Ave, produced south to the center line of Pontiac Street thence west on the center line of Pontiac Street to the present city limits line thence north following the present city limits line to the place of beginning.
Be it further enacted that the property situated within the limits herein indicated shall hereafter be within the corporate limits of the City of Fort Wayne Indiana and subject to taxation for City purposes.

Section 2: This ordinance shall be in full force and effect on and after December 1st 1906 and its approval by the Mayor and legal publication.

Attest, Wm. J. Hooley,

Moved at the Common Council in the City of Fort Wayne Indiana on the 9th day of October 1906.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 9th day of October 1906 by a majority vote of all the members elected did pass the ordinance herein attached and known as General Ordinance No 302

W. C. Schuyler
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 12th day of October 1906
J. Frank Mungovan
City Clerk

Approved this 13th day of October 1906
Wm. J. Hooley
Mayor

217

General Ordinance No. 303.

Introduced by Otto Seidel An ordinance regulating public Coachmen and cob-boys and providing a penalty for the violation thereof on the 1st November 1906

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that it shall be unlawful for any public Coachman or public cobman, or driver of any public Coach, cob or coach to which are attached horses, to cause, allow or permit the coach, hack or cob in his charge, to stand and remain upon any of the public Thoroughfares of the City of Fort Wayne, during the months of November, December, January, February, and March, for a longer period of time than is necessary to take passage in or out of such coach, hack or cob, without properly and sufficiently blanketing the horse or horses harnessed to such coach, hack or cob,

Section 2. That anyone violating the provisions of section one of this ordinance shall be fined in any sum not exceeding twenty-five Dollars.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approved by the Mayor and legal publication.

Otto Seidel

I vote at the Common Council Chamber of the City of Fort Wayne Indiana on the 27th day of November

We hereby certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 27th day of November 1906 by a majority vote of all the members present did pass the ordinance hereinabove attached and known as
General Ordinance No 303

W.C. Schwing
President

C. Frank Munogow
City Clerk

Presented to the Mayor for approval on the 1st day of December 1906

C. Frank Munogow
City Clerk

Approved this 10th day of December 1906

General Contracts No. 300

This instrument witnesses and certifies a contract entered into by and between the City of Fort Bragg and Frank T. Hoban to do up the streets of yardage on the 18th day of October 1906.

Between Hoban & Taylor on the 18th day of October 1906, the City of Fort Bragg, by and through its Board of Public Works, entered into a contract with Frank T. Hoban, a general contractor, for the street paving of the city of Fort Bragg, for a sum of \$12,000.00, all to be done during 1907, which contract is as follows:

The agreement made on the 18th day of October 1906 by and between the City of Fort Bragg, by and through its Board of Public Works, Party of the first part and Frank T. Hoban, Party of the second part, of the first part and Frank T. Hoban, of the second party, of the sum of \$12,000.00, all to be done during the year 1907, from and all the territory included within the limits of the party of the first part, as well as from any and all territory which hereafter be annexed to said City, during the term hereinafter of this contract; such kitchen garbage, tin cans, broken dishes and glass ware to be collected and removed in accordance with, and as provided by the specifications and exhibit A and made a part of this contract the several conditions, provisions and terms of which specifications shall be performed by the parties hereto the same as if such specification and the provisions there of were contained in the body of this contract;

In consideration of the covenants and agreements herein expressed, the party of the first part agrees to pay to the party of the second part the sum of \$4675., said sum to be paid in equal monthly installments at the end of each month, and for the work performed under this contract during such month less such deductions as the said Board of Public Works may by resolution, to make under the terms of this contract, and the specifications so marked exhibit A.

It is further agreed by the parties hereto that this contract shall not be by either of the second part assigned, in whole or in part, without the written consent of said Board of Public Works, and the second party shall and hereby agrees to furnish a bond in the sum of \$2500. to be

approval by the Board of Public Works, conditioned that he will faithfully comply with and carry out the terms and stipulations on his part to be performed contained in this contract, and the specifications no. marked exhibit "A."

Witness our hands and seals the day and year first above written.

Frank A. Draker.

President

City of Fort Wayne

By C. J. Lennan

Henry Schwartz

for me 1800

To Board of Public Works

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that a contract entered into on the 18th day of October 1906, by and between the City of Fort Wayne, & through its Board of Public Works, and Frank Draker for the removal of all kitchen garbage from said city as fully set forth in the foregoing contract, be and the same is hereby approved, ratified and confirmed.

Section 2. That this ordinance be and the same is hereby approved and after its passage and approval by the Mayor,

I am at the Council Chamber in the City of Fort Wayne, Indiana
on the 27th day of November, 1906.

I hereby certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 27th day of November 1906, by a majority vote of all the members elect, did pass the ordinance herewith attached and known as General Ordinances.

H. C. Schivier
President

J. Frank Munger
City Clerk

Presented to the Mayor for approval on the 1st day of December, 1906.

John C. Munger

Approved this 10th day of December 1906

Wm. G. ...

Le mail d'aujourd'hui

I. I. Landry
Chairman An ordinance authorizing the employment of certain officers, clerks, assistants and employees, fixing their compensation, salaries and wages, of the City of Fort Wayne, Indiana, repealing conflicting ordinances and fixing the time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the officers, clerks, assistants, and employes of the City of Fort Wayne Indiana shall respectfully receive the compensation, salaries and wages as herein after in this ordinance provided. The employment of such officers, clerks, and assistants as herein after named are hereby authorized and the compensation and salaries of such officers, clerks and assistants are hereby fixed at the sums and amounts respectfully named for such officers clerks and assistants,

Section 2. Such compensation and salaries for such officers
clerks, assistants and employees shall be as follows:

i. Members of such cities shall receive a salary at the rate of \$3000.

i. City Clerk of such cities shall receive a salary at the rate of \$2000.

Each Commissioner of such cities, shall receive a salary at the rate of \$150.

members of such body shall receive a salary at the rate of \$1,000.

Each member of the Board of Public Works shall receive a salary at the rate of \$1500, per annum.
The Clerk of the Board of Public Works shall receive a salary at the rate of \$1000, per annum

The City Civil Engineer of such City shall receive a salary at the rate of \$2,000. per annum.

The Assistant City Civil Engineer of such City shall receive a salary at the rate of \$85. per month.

The Superintendent of Streets of such City shall receive a salary at the rate of \$75. per month.

The Foreman of Street Repair of such City shall receive a salary at the rate of \$60. per month.

The Sanitary Inspector of the City Building of such City shall receive a salary at the rate of \$50. per month.

The Sanitary Inspector of the City Building of such City shall receive a salary at the rate of \$40. per month.

The Superintendent of Parks of such City shall receive a salary at the rate of \$70. per month.

For the Department of Parks.

Each member of the Board of Public Safety shall receive a salary at the rate of \$400. per month.

The Marshal of such City shall receive a salary at the rate of \$25. per month.

The Lieutenant Governor of such City shall receive a salary at the rate of \$12. per month.

The City High Sheriff of such City shall receive a salary at the rate of \$60. per month.

The Clerk of the Board of Public Safety of such City shall receive a salary at the rate of \$1000. per annum.

Employees of the Police Department
shall receive the following:

The Superintendent of Police shall receive a salary at the rate of \$1330. per annum.

The Captain of Police shall receive a salary at the rate of \$1200. per annum.

The Lieutenant of Police shall receive a salary at the rate of \$1020. per annum.

Two Sergeants of Police shall each receive a salary at the rate of \$900. per annum.

Two Detectives of Police shall each receive a salary at the rate of \$900. per annum.

Each Patrolman shall receive a salary at the rate of \$65. per month.

Two Patrolmen shall each receive a salary at the rate of \$60. per month.

The State Clerk shall each receive a salary at the rate of \$60. per month.

The Auditor shall receive a salary at the rate of \$45. per month.

The Clerk of the Office of State receive a salary at the rate of \$40. per month.

Compensation of the First Department Staff.

The Clerk of the Fire Service shall receive a salary at the rate of \$100. per month.

The Engineer of the Fire Service shall receive a salary at the rate of \$85. per month.

The Salaries of the Firemen shall receive a salary at the rate of \$75. per month.

The Captain of the Firemen shall receive a salary at the rate of \$105. per month.

The Assistant Captain of the Firemen shall receive a salary at the rate of \$85. per month.

The Fireman of the Firemen shall receive a salary at the rate of \$75. per month.

The Fireman of the Firemen shall receive a salary at the rate of \$60. per month.

The Fireman of the Firemen shall receive a salary at the rate of \$45. per month.

The Fireman of the Firemen shall receive a salary at the rate of \$35. per month.

The Fireman of the Firemen shall receive a salary at the rate of \$25. per month.

The Fireman of the Firemen shall receive a salary at the rate of \$15. per month.

The Fireman of the Firemen shall receive a salary at the rate of \$5. per month.

The Goldsmith Attendant at the Central Fire Station shall receive

a salary at the rate of \$60. per month.

For the Department of Health and Charities

The Secretary of the Board of Health shall receive a salary at the rate of \$1000. per annum.

The Commissioner of the Board of Health shall each receive a salary at the rate of \$100. per annum.

The Special Sanitary Officer shall each receive a salary at the rate of \$60. per month.

The Clerk in the health office shall receive a salary at the rate of \$420. per annum.

For the City Court of such City.

The City Judge of the City Court of such City shall receive a salary at the rate of \$65. per month.

The Bailiff of the City Court of such City shall receive a salary at the rate of \$65. per month.

Section 3. The compensation, salaries and wages enumerated

and provided for making and engraving seal of this ordinance,
which shall be provided at the expense of the City Treasurer and shall not
exceed \$100, and for such like expenses,
said Mayor is to be paid at the stipulations of each contractor in
the time of service.

Section 4. All ordinances and parts of ordinances inconsistent
herewith are hereby repealed.

Section 5. This ordinance to be in full force and effect on and
after its passage and adoption by the Mayor.

Done, in the year,

at the County Chamber in the City of Fort Wayne Indiana
on the 11th day of December,

I, the undersigned, certify, That the City Council of the City of Fort Wayne
convened at the County Chamber in the 11th day of December, 1906,
in a regular meeting, elected in open session,
elected the following officers to be members of
Council C in mess no 305.

H. L. Schaefer
President

Frank W. Young
Vice President

John E. Dickey, Vice President in the 11th day of December
1906.

Frank W. Young
Secretary

Attest, and witness, and day of December, 1906

H. L. Schaefer
Mayor,

City Council Ordinance No. 306

Section 1. Be it enacted by the City Council of the City of Fort Wayne Indiana, to the City of Fort Wayne Indiana.

Section 1. Be it enacted by the City Council of the City of Fort Wayne Indiana, to the City of Fort Wayne Indiana, to and upon the first day of January, 1907, to and including the limits of the City of Fort Wayne Indiana, the same to and including the same, shall be and is established as follows:

Beginning at the intersection of the center line of Glasgow Avenue with the intersection of the center line of Maumee Avenue thence east along the center line of said Maumee Avenue, to its intersection with the center line of Edsall Avenue, so called; thence south on the center line of Edsall Avenue, so called; to its intersection with the center line of New Haven Avenue, so called; thence east on the center line of New Haven Avenue, so called; to its intersection with the center line of Home Street, so called; thence south on the center line of Home Street, so called, to its intersection with the center line of Pontiac Street; thence west on the center line of Pontiac Street, to its intersection with the north line of the right of way of the Findlay, Fort Wayne and Western Railroad; thence northward following said north right of way line to its intersection with the present city limits line, thence following the present city limits line to the place of beginning.

Be it further enacted, That the property included within the lines herein indicated, shall hereafter be within the corporate limits of the City of Fort Wayne Indiana, and subject to taxation for city purposes.

Section 2. This ordinance shall be in full force and effect on and after its passage and its approval by the mayor and legal publication.

Walter E. Coe, Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana, on the 11th day of December 1906.

I hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 11th day of December 1906, by a majority of all the members elected did pass the ordinance hereinabove attached and known as General Ordinance No. 306.

N.C. Schivins
President

J Frank Munogovan
City Clerk

To extend to the Mayor for signature, on the 14th day of December 1906.

Frank Munsgaard

Vetoed by the Mayor. See the Mayor's communication dated November 21st 1906 printed in the Council Proceedings of January 8th 1907.

Failed to pass over the Mayor's Veto on January 8th 1907.

General Ordinance No 307

Attested to by
Sam H. Neely,

An ordinance extending the city limits and annexing certain territory to the city of Fort Wayne Indiana,

Section 1. Be it enacted by the Common Council of the city of Fort Wayne Indiana, that the territorial limits of the city be and are hereby fixed and extended as follows:

Beginning at the intersection of the center line of Glasgow Avenue with the intersection of the center line of Maumee Avenue; thence east along the center line of Main Avenue to its intersection with the center line of East 1st Street, so called; thence north along the center line of Federal Avenue, so called; produced north until it intersects the south bank of the Maumee River; thence west by following the meanderings of the Maumee River until its intersection with the present city line; thence following the present city limit line to the place of beginning.

Be it further enacted, That the property included within the lines herein indicated shall hereafter be within the corporate limits of the city of Fort Wayne, Indiana, and subject to taxation for city purposes.

Section 2. This ordinance shall be in full force and effect on and after its passage and its approval by the Mayor and legal publication.

John F. Brown

Done at the Council Chamber in the city of Fort Wayne Indiana on the 11th day of December 1906.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 11th day of December 1906 by a majority vote of all the members elected passed the ordinance herein attached and known as General Ordinance No 307.

W.C. Schivirr
(President)

Frank Munsgaard

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Presented to the Mayor for approval on the 14th day of
December 1906.

J. F. Tamm, City Engineer

Secretary

Vetoed by the Mayor. See the Mayor's Communication dated December 21st 1906. Printed in the Council Proceeding Jan 8th.

General Ordinance No 308

Ordered
by the
Mayor

An ordinance fixing the compensation to be paid to the clerks and employees employed by the Board of Public Works in the management and control of the Water Works as amended on the 11th day of December 1906.

Section 1. Be it ordained by the Common Council of the City of Good Wayne that the clerks and employees employed by the Board of Public Works in the management and control of the Water Works of said city, receive the compensation, salaries and wages as herein provided. The Chief Secretary of the waterworks at the rate of Eighteen hundred dollars per year,

Assistant clerks of the waterworks each at the rate of Sixty five Dollars per month,

Cashier and Stenographer at the rate of Forty five Dollars per month
Street Line foreman at the rate of Ninety Dollars per month
Foreman in charge of meters at the rate of Seventy five Dollars per month

Regular meter readers at the rate of Sixty five Dollars per month
Meter Readers and Inductors at the rate of Sixty Dollars per month

Meter repairers at the rate of twenty six cents per hour.

Stable man and tapman at the rate of Fifty Dollars per month
Chief Engineer at the rate of Eighteen hundred Dollars per year

Regular Engineers each at the rate of Seventy five Dollars per month
Regular Foremen and extra Engineers each at the rate of Sixty five Dollars per month,

Regular Foremen each at the rate of Sixty Dollars per month
Extra Foremen each at the rate of Fifty five Dollar per month
Watchman each at the rate of Fifty five Dollar per month

Section 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor and the 1st

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day of January 1907.

Michigan Street.

Sear at the Council Chamber in the City of Fort Wayne, Indiana, on
the 11th day of December 1906.

We hereby certify, That the Common Council of the City of Fort Wayne,
Indiana at a regular meeting, held on the 11th day of December 1906,
T. a majority vote of all the members elected pass the ordinance hereto
unto attached, and known as General Ordinance No 308.

H. C. Schivirro
President

J. Frank Mungerman
City Clerk

Promised to the Mayor for approval on the 14th day of December 1906

J. Frank Mungerman
City Clerk

Approved this 21st day of December 1906

John F. Murphy

General Ordinance No 307

Introduced by
M. Henry

An ordinance requiring all persons, companies or corporations
owning and operating electric street cars in the City of Fort Wayne
to provide electric push buttons thereon, for the convenience of passengers
and providing a penalty for violation thereof.

Section 1. Be it ordained by the Common Council of the City of Fort
Wayne, that every person, company or corporation owning and
operating electric street car within the City of Fort Wayne, shall place
or cause to be placed in all electric street cars so owned and operated
electric push button, of a sufficient number so that one of the same
can be reached by passenger in such car, from any part thereof.

Section 2. That the motorman, conductor or any person in
charge of any electric street car in operation in the City of Fort
Wayne, shall, when any bell referred to in section 1. of this
ordinance is rung, stop, or cause to be stopped, such car, at the
next intersecting street, for the purpose of allowing the person

... being want but to slight few

Section 3. That no person, company or corporation violating any of the provisions of this ordinance, shall be upon conviction fined in any sum not exceeding One hundred Dollars.

Section 4. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor and Council.

Resolved in the Council Chamber in the City of Fort Wayne Indiana
the 16th day of January,

I hereby certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 8th day of December 1907 by a majority vote of all the members elected passed the ordinance herewith attached and known as General Ordinance No 307

H. C. Schivirr
(President)

J. Frank Murphy
City Clerk

Presented to the Mayor for approval on the 11th day of January 1907

J. Frank Murphy
City Clerk

Approved this 21st day of January 1907

William J. Hoenig

1. in Compliance with

Complaints now before me and notifying a cause of action entered
into by and between the City of Fort Wayne, Indiana, through its
Board of Public Works and the Fort Wayne and Wabash Valley Tractice Company,
Pending for the subject of Public Lighting to rest, by said Fort
Wayne and Wabash Valley Tractice Company for the year 1907,
which contract is now attached.

Whereas on January 1st, 1907 a contract was entered into by and
between the City of Fort Wayne, Indiana, through its Board of Public
Works and the Fort Wayne and Wabash Valley Tractice Company,
Pending for the subject of Public Lighting to rest, by said Fort
Wayne and Wabash Valley Tractice Company for the year 1907,
which contract is now attached.

I, the undersigned, make and enter into this 1st day of January, 1907
I, the undersigned, the City of Fort Wayne, and board of Public Works
of the City of Fort Wayne, Indiana, and Wabash Valley
Tractice Company of the second part, Wabash Valley,

Whereas, in certain areas over and above the amount taken into
account between said City of Fort Wayne, the undersigned, on the 1st day
of the Fort Wayne Electric Light & Power Company, on the 1st day of July
21, 1903, with a note due date on the 28th instant for one-half of the
whole amount due, which note was not paid, and was passed
by the company named of said City on the last mentioned date, to the
holders of which note, said Fort Wayne Electric Light & Power Company
is bound to make full payment of said note, and for the amount of one-half
of the public services in said City for and during a period of one year
from the date and approval of said contract and continues to the Board of
the Council of said City three hundred and twenty-four (\$324) or more
electric arc lamps at and for the price of twenty dollars (\$20.00)
per annum for each electric arc lamp furnished and operated
by said Company, payable and subject to the rebates herein
provided; and,

Whereas, by Section 7 of said contract it is expressly provided as
follows:-

Said party of the second part further agrees to renew this contract
for street lighting from year to year on the same terms and conditions
as provided in Sections 3 and 4, if so desired by said first party
Cline Whales, all the rights, privileges and franchises under and by
virtue of said contract and all the property of said Fort Wayne
Electric Light and Power Company have heretofore been
assigned and transferred to the said Ft. Wayne & Wabash Valley
Tractice Company, which now owns and operates the same, and said
City is desirous of renewing said contract for another period of

one month from the 1st day of January, 1907, as provided in said contract;

Now, Therefore, it is hereby agreed by and between the parties hereto, that the said contract for the lighting to, and city for the lighting of the streets, alleys and public places, of the area bounded as and outlined by said City shall be renewed for a period of one year from the 1st day of January, 1907, to the 1st day of January, 1908, on the same terms and conditions as provided in sections 3 and 4 of said contract so entered into between said city and the Fort Wayne Electric Light & Power Company.

In witness whereof, said parties have hereunto set their hands and seals this 1st day of January, 1907 in duplicate

Fort Wayne & Wabash Valley Traction Company

By C. D. Emmons
General Manager

The City of Fort Wayne

By C. J. Lemon
Henry Schwartz
Jesse Brown
Board of Public Works

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract entered into by and between the City of Fort Wayne by and through its Board of Public Works and the Fort Wayne and Wabash Valley Traction Company on January 1-1907, providing for the supplying of Public lighting to said City by said Company during the year 1907 as fully set forth in the foregoing herein by and the same is hereby in all things ratified and approved.

Section 2:- That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor

J. H. Levy.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 22nd day of January 1907.

We do hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 22nd day of January 1907, by a majority vote of all the members elected did pass the ordinance hereinabove attached and known

General Ordinance No. 310

W. C. Schivier

President

J. Frank M. Johnson

Treasurer

Presented to the Mayor for approval on the 26th day of January, 1907.

Approved by the Mayor

City of Fort Wayne

Approved this 5th day of February, 1907.

Wm. C. Schivier

General Ordinance

roduced by W. B. Johnson, an ordinance requiring persons, companies and corporations owning and operating electric street cars to place or cause to be placed various air brakes, and providing a penalty for the violation thereof.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that every person, company or corporation owning and operating electric street cars, in said city, shall cause to be placed on every electric street car so owned and operated a modern and improved air brake.

Section 2. Any person, company or corporation failing to comply with the provisions of this ordinance shall be fined in any sum not exceeding Two hundred Dollars.

Section 3. This ordinance shall be in full force and take effect from and after one year after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 22nd day of January, 1907.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 22nd day of January, 1907, by a majority vote of all the members elect did pass the ordinance herein attached and known as
General Ordinance No. 310.

H. C. Schivier
President

J Frank Mangovian
City Clerk

Presented to the Mayor for approval on the 26th day of January 1907
J Frank Mangovian
City Clerk

Attest, this 5th day of February 1907 Wm J. Hosay
Mayor

General Ordinance No 312

Dated by
H. C. Schivier
An ordinance changing the name of Maria Street to Third Street.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that Maria Street, west from St. Mary's Avenue, to the City Limits be known and called Third Street.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor

William H. W.

Signed at the Council Chamber of the City of Fort Wayne Indiana
on the 26th day of January

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 26th day of February 1907, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 312,

H. C. Schivier
President

J Frank Mangovian
City Clerk

Presented to the Mayor for approval on the 2nd day of March 1907
J Frank Mangovian
City Clerk

Approved this 4th day of March 1907
Wm J. Hosay
Mayor

Lore, et al. (cont.) v. No. 313

induced by an ordinance approving and ratifying a contract entered into by
 Kinder and between the City of Fort Wayne, by and through its Board of
 Public Works, and Alexander C. Warree, doing business under the
 name of Hofffer & Company, on the 18th day of February 1907, for
 the relining of the reservoir, as amended on March 4th, 1907.

Whereas, on the 18th day of February 1907 the City of Fort Wayne,
 and through its Board of Public Works, entered into a contract
 with Alexander C. Warree, doing business under the name of
 Hofffer & Company for the relining and re-dressing of the water works
 reservoir in the City of Fort Wayne which contract is in the
 following words:

This agreement made this 18th day of February 1907 by and between
 the City of Fort Wayne, by and through its Board of Public Works
 hereinafter call the board, party of the first part, and Alexander C.
 Warree, doing business under the name of Hofffer & Company of the
 City of Chicago, and herein after called the contractor, party of the
 second part; Witnesseth,

That in consideration of the mutual covenants herein contained,
 the party of the second part hereby agrees and binds himself to relieve
 and re-dress the water works reservoir in the City of Fort Wayne with
 reinforcing concrete in accordance with the provisions of this contract
 and in the manner provided by such provisions, and in accordance
 with the plans and specifications for the doing of said work on file in the
 office of said board, and the party of the second part in re-dressing and
 relining said reservoir shall furnish all the materials necessary
 for the doing of said work unless otherwise provided in this contract.

The work to be performed by said contractor shall consist in the re-dressing
 of the inside of the reservoir to the proper slope removing the surface
 earth, reinforcing with concrete the bottom side lining, vertical walls
 footings and buttresses and all other work, and the furnishing of all
 material to complete the same in a thorough first class manner
 as herein provided, and as provided in said plans and drawings
 and in the following manner:

All materials furnished must be of the best quality of their
 respective kinds, and the work shall be carried on at such points,
 and in such season and order of precedence as may from time to
 time be directed by said board, and no portion of said work shall be
 sub-let or assigned by the contractor, except by and with the pre-
 vious written consent of said board duly endorsed by agreement on
 this contract, and on the bond or bonds herein provided for.

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rod iron, pipe and valves, as well as all steel bars for re-enforcing purposes will be furnished by said board, but all other material will be therefor temporary or permanent use, and all labor necessary for the full completion of the work shall be furnished by the contractor, but the steel bars for re-enforcing purposes will be by said board delivered at or near the base of the reservoir, but the contractor shall place the same in proper position in the concrete, and all the materials of whatever description not to be furnished by said contractor shall be subject to the inspection and rejection of said board which inspection and rejection shall be final.

The remodeling of the inside slopes and the excavations for the vertical walls and footings shall be of such depth and width as to admit of the construction of the same as shown on the plans, and the banks of the reservoir must be kept true and even, and shall conform as closely to the shape and size of the outside of the concrete construction as possible, and the contractor shall receive earth suitable for the back filling around the top of the reservoir while all excess of earth shall be delivered within six hundred feet of the reservoir site, at such points as may be directed by, and graded in a manner satisfactory to, said board.

The concrete used in the work herein provided for shall consist of one part of American Portland cement thoroughly mixed with two parts of sand and four parts of broken lime stone which shall be crushed-run and broken so that it shall not be more than one inch in any dimension, and shall be free from dirt. The sand shall be clean, sharp, coarse fit or river sand free from loam or dirt and all foreign substances shall be removed therefrom. The cement and broken stone shall be thoroughly mixed in a concrete mixer of approved design. All concrete shall be placed in position before beginning to set, and any cement, mortar or concrete which is wholly or partially set by being placed in position shall be removed and replaced at the option of said board by the contractor, and at his expense. The concrete shall be sufficiently wet to flow readily, and shall be cut down around the steel rods and rest to the forms with cutting spades of proper size and design for such purposes.

All cement used for the work in this contract provided for shall be of the best quality of American Portland cement, and shall be finely ground and thoroughly burned, and any cement with a mature brand or brands which have no established reputation for uniformity shall be rejected by said board without cost, and such cement shall have an inspector's certificate guaranteeing

the weight of the cement on the footings, and it shall be placed in bags or barrels, and kept under cover during the execution performance of the work by name "Portland fine," and the cement protected from the sun, rain, and the weather until used, and the contractor shall keep in storage a quantity of accepted cement sufficient to secure the uninterrupted progress of the work. If any cement is rejected as being furnished by said board, the same is to be removed by the contractor from the work within 12 hours after notice of such rejection is given to the contractor. The cement furnished will be subject to inspection and even re-tests of such character and severity as the board shall determine, by said board, and must be a first Portland Cement, each bag weighing at least 380 pounds, or each bag 95 pounds, and 70 percent, by weight must pass through a sieve with 10,000 openings to the square inch.

Roundel pots of neat cement about 3 inches in diameter $\frac{1}{2}$ inch thick, at the center with thin edges, shall, when hard set, be immersed for 48 hours or longer, or when placed in boiling water for 6 hours, shall show no signs of cracking or disintegration, and all cement used in the work herein provided for shall get its initial set in at least 30 minutes, and its hard set in not less than 50 minutes, determined by means of a nail and needle. Strength, as given below in cross section shall develop the following ultimate tensile strength: 24 hours in air, 100 pounds; seven day, one in air, six in water, 500 pounds; 28 days, one in air, 27 in water, 600 pounds. All the water required for concrete or other purposes in the performance by the contractor of this contract, shall be furnished by said board free of cost to the contractor, but all hose or other appliances to be used in carrying water to the contractor shall be furnished by the contractor at his own expense. There shall be no extra charge for top finish for the bottom of the reservoir, and if any additional material or labor is needed to finish the bottom smoothly, on account of stone in concrete, the contractor is to furnish the same and to do the work free of costs to the board.

It is further agreed that there shall be built into the concrete, at points shown on the drawing and plans, high carbon steel bars of the dimensions of gauge and arrangement whereon such bars, and all rods shall be held in the position by lugs and wires fastened to the form, and in a manner satisfactory to said board.

All necessary forms and false work required shall be supplied and erected by the contractor at his own expense, and shall be of suitable design and strength to shape the walls, beams or any other portion of the work in the manner shown on such plans, and all forms shall be well braced and strengthened, and shall be carefully matched, in order to prevent leakage of mortar, and shield any form

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... in the form of irregular shapes, in the work or loose and
modifies a faulty structure, such work shall be remedied by a
removal of the irregular or faulty sections, or if an it be a - equine
that is, one of the work so injured, shall be taken down and replaced
by new work. All forms shall be constructed to the full satisfaction
of the contractor and board, but such as prove at all times to relieve
the contractor from any responsibility for defects caused by any
of the same. All of the exposed surface of the concrete shall have
the material of which it is composed so distributed that it can be
smoothed or easily finished by troweling and floating. It is the
intention after the surface of the concrete is well leveled and
floated down to have it so smoothly finished that it will be unnecessary
to place any other finish on the same.

The old bottom of the reservoir must be left in place the upper
surface of which shall be thoroughly cleaned and properly prepared
by raking the same and placing thereon a thin coat of
concrete so as to form a proper level. After the wall of the reservoir
is built up completed and braced set, the space back of them shall
be filled with earth, it must be thoroughly consolidated by
means of rollers, or otherwise, as the board may direct; the back
filling shall be put in three or layers of not more than six
inches in thickness, and the greatest care must be
exercised by the contractor to secure the back filling from
settling, and to make it firmly support the wall of the
reservoir. And after the work is completed the reservoir and
the surrounding grounds shall be carefully cleaned of all unuseful
material and all rubbish of any kind must be removed and
diluted in a place directed by and satisfactory to said
board, and the work left in a clean, neat and orderly condition.

It is further agreed by the contractor that he shall in the performance
of the work herein described use due care so as not to destroy
or injure the outer slopes and terraces of the reservoir in the
handling of materials over the same, and shall take all materials
that shall be necessary to be used in the performance of this contract
over the wall of said reservoir, and not cut into or through the
banks of the same, and any damaged or injured parts of the
reservoir occasioned by the violation of this provision shall be
repaired at the expense of the contractor, and the embankments
slopes and terraces shall be left in as good condition when
the work is completed as when it is commenced. The overflow
pipe in the reservoir shall be placed and furnished by said
board, and the contractor in the performance of the work
herein specified shall work around the same.

Any unfaithful or imperfect work that may be discovered before

The first acceptance of the whole work, shall be taken into account, replaced at the option and on the requirements of said board by the contractor, and all works contemplated and described in this agreement shall be done to the entire satisfaction and acceptance of said board, and shall be subject to its inspection and rejection or otherwise in this contract provided, and it is understood that an abandonment, or failure to prosecute, in which the agreed dispatch by the contractor, as determined and directed by said board, or an assignment or sub-letting of the work herein specified or any portion of the same except as herein provided, or a wilful violation of any of the covenants and stipulations herein contained, shall be deemed sufficient cause of forfeiture, and said board shall have the power to notify the contractor to discontinue all or any part of the work under this contract, and thereupon the contractor shall cease to continue said work or any part thereof as said board may designate, after which the said board may proceed to finish the work as it may deem best for the interest of said city, But all damages sustained by said city from such abandonment or improper performance of such work shall be paid by said contractor. But the acceptance of the work or any part thereof, or the acceptance of any materials or any part thereof as provided for in this contract or the payment therefor by said city, and the rejection of any material or work or part thereof by said board, shall not constitute a waiver on the part of said city of any of the provisions of this contract, nor shall it release said contractor or the contractor's sureties from liability for the faithful performance thereof, nor shall it constitute an acceptance by them regarded as evidence of the performance of any of the provisions of this contract, except to the extent of certifying the contractor to receive the amount due him on the revision. If any laborer or work employed by the contractor on the work should appear incompetent or dishonestly, the contractor shall, on the requisition of the board forthwith dismiss such person, who shall not again be employed on any part of the work, and in the doing of which all city ordinances and all laws controlling or limiting in any way the actions of those engaged on the work, or effecting the materials used must be respected and obeyed by the contractor. The work shall be done in a substantial manner so that no repairs shall be required for a period of five years from the acceptance of the work, and said contractor guarantees that no such repairs shall be required, but should any such repair become necessary during such period thru the contractor shall make good any damage to the work, or any defect in the workmanship or materials furnished or condition of the work which may have occurred during said period, and which may make said

. necessary in the opinion of said board, whose opinion shall be final. And the contractor shall keep said work in good repair during said period of time, and make all repairs at such times as may be directed by said board, and the action of the board in determining as to the necessity for such repairs shall be final and obligatory upon the contractor. The work in this contract provided for shall be by the contractor commenced within thirty days after the execution of the same, and continuously prosecuted until finished, unless of the work, which must be over before the 1st day of July 1907. And it is expressly understood by the parties hereto that time of completion of the work is of the essence of this contract, and a constant necessity for the use of said reservoir during the summer season of the year existing, it is expressly agreed that such work and labor, and such improvement and repair shall be without fail completed by the contractor in conformity with the provisions of this contract not later than the 1st day of July 1907. Acts of Providence, strikes and other causes not under the control or due to the neglect of said contractor which shall interfere with the completion of such work at said time excepted. And as an inducement to the contractor to complete said work sooner than said 1st day of July 1907, the said city agrees to pay the said contractor in addition to the fees herein above mentioned the sum of Fifteen Dollars for each twenty-four hours that said work may be completed previous to said 1st day of July 1907. And said contractor agreeing the necessity above mentioned for the completion of said work by said 1st day of July 1907, hereby agrees that if in any case said work shall not be completed, acts of Providence, strikes and other causes out of the control, and not due to the neglect of the contractor excepted, by said first day of July 1907, that said city shall deduct from the amount due to him the sum of Twenty-Five Dollars as penalty and liquidated damages for each and every twenty-four hours after said 1st day of July 1907 and until the completion of said work. But it is understood that the last above provision shall not in any manner be construed so as to grant or give an extension of time within which to complete said work, and any and all rights that the said city may have under the law and under this contract to specifically enforce the provisions hereof as against said contractor or to recover damages in addition to said penalty of Twenty-five Dollars for any failure on the contractor's part to complete said work on said first day of July 1907, are hereby reserved the same as if said provision providing for the payment of said

penalty of \$25⁰⁰ was not contained herein.

And said contractor further agrees to save said city harmless from any and all damages that may accrue to any person or property growing out of or in connection with the performance on his part of this contract for the work herein provided, as well as growing out of the use by him of any patented machinery in the performance of said work, and to defend any and all actions, either in his own name, or in the name of said city, that may be instituted for the recovery of any such damages, and at his expense, and shall save said city harmless from and against all claims against said city under any law or laws for labor and material furnished under this contract, and will when required by said board furnish it with satisfactory evidence that all persons who have performed work or furnished material for said contractor for which the city of Fort Wayne may in any way become liable, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary and sufficient shall be retained from any money due or to become due said contractor until the payment of such claims. And said contractor shall execute to said city a bond in the sum of Fifteen thousand Dollars, with sufficient surety to be approved by said board, conditioned for the faithful performance by him of the provisions of this contract, in the manner and in the time herein provided and conditioned further that he shall so save said city harmless from any and all such damages or claims above referred to, and that he will guarantee that said work shall be in as good condition at the expiration of five years from the acceptance of said work as the same is at such acceptance and that he will make any and all repairs that may be ordered by said board, the execution of which bond is a condition precedent to the taking effect of this contract.

Said board reserves the right to correct any errors and omissions in the plans which may be necessary for the proper fulfillment of their intention as herein expressed. Such corrections to date and take effect from the time the said board gives notice thereof and it is now understood that the board shall have the right, if it so desires to have placed in the beams Kahn steel bars in place of the stirrups referred to in said plans, which change shall entail no additional cost on the said . . .

For and in consideration of the complete performance of the work and the furnishing of all the materials provided for in this contract by said contractor, the said board shall pay to said contractor the sum of Eighteen thousand nine hundred and Thirty nine Dollars, said sum to be in full for all the work and labor per . . .

... all materials furnished by said contractor as provided in this contract, and the plans and drawings above referred to. Any extra excavations required or any material furnished other than necessary to complete the reservoir as in this contract provided and as shown by the plans and drawings if ordered by said board, shall be regarded as extra work, and shall be paid for at a price agreed upon. No claim for extra work shall be made unless the work shall have been done in accordance to a written order of the board, at which time the price to be paid for such extra work shall be agreed upon in writing. Except in case the said board shall desire, or in case the condition of the soil shall, in the opinion of the board, require the extra excavation of any earth, or the extra placing of any re-enforced concrete, said contractor shall receive for same sixty-five cents per cubic yard for such extra excavation, and Seven Dollars and Fifty cents per cubic yard for such extra re-enforced concrete in place. But in the measurement of the same no extra or customary measurement of any kind will be allowed in ... carrying the extra work under this contract, but the actual length, or as, solid contents or number shall only be considered.

The amount called for is understood by the parties hereto to be such that the reservoir shall be, when completed, in shape and dimensions as shown on the plans, and shall be built of concrete steel reinforcement, and shall be in dimension, thickness and design as shown on the drawings.

Witness our hands and seals this 18th day of February 1907

The City of Fort Wayne
By E J Lennon
Henry Ahwartz,
Jacob Brosius
4th Board of Public Works

Attest
Julian F. Frauke
Clerk

Alexander C Warren.

Doing business under the name of Hooffer & Company

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereinafter entered into on the 18th day of February 1907, by and between the city of Fort Wayne, by and through its Board of Public

Hoffner and Alexander to Warren doing business under the name of Hoffner & Company, for the re-lining of the waterworks reservoir as fully set forth in the foregoing resolution and the same is hereby in all thing ratified and approved.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

J. C. Schaefer

Done at the council Chamber in the city of Fort Wayne Indiana on the 4th day of March 1907

We hereby certify. That the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 4th day of March 1907, by a majority vote of all the members elected passed the ordinance herewith attached and known as General Ordinance

J. C. Schaefer
President

J. F. French
Secretary

Presented to the Mayor for approval on the 9th day of March 1907

A. E. Smith
Treasurer

Approved this 12th day of March 1907

J. C. Schaefer

Law and Ordinance No 314

Resolution 1:
W. & H. G. Company
An ordinance approving a contract entered into by and
through the Board of Public Works, party of the first part,
and William B. Hough Company, party of the second part,
relative to the furnishing of the steel by said Hough Company
for the construction of a reinforced reservoir.

Whereas on the 21st day of February, 1907 the City of
Fort Wayne, by and through its Board of Public Works, and the
William B. Hough Company, entered into a contract relative
to the furnishing of the steel by said Hough Company for the
construction of a reinforced reservoir, which contract is in
the following words and figures:

The agreement made this 21st day of February, 1907, by and
between the City of Fort Wayne, by and through its Board of
Public Works, party of the first part, and William B. Hough
Company, of the City of Chicago, party of the second part,

Witnesseth,
That party of the second part hereby agrees and binds itself
to furnish to said party of the first part one hundred and
fifteen (115) tons of high carbon square twisted steel bars
for re-enforcing concrete construction purposes, size of bars
seven-eighths of an inch, and to be of such high carbon
quality as to show an elastic limit of not less than 50,000
pounds per square inch section, - 16th or .063 in. out of the
bars above or quality of steel rail or steel billets, or as many
or more tons of such bars of the same quality as may be desired
by said City, all of which bars to be furnished and delivered
to the body of the second part to the body of the first part, at the City
of Fort Wayne, by the 30th day of March 1907.

The bars provided for in this contract to be of the length set out in
the chart hereto attached and made a part of this contract.
So to of the second part further agrees to and does hereby
guarantee to said City that all of the steel bars furnished and
delivered to said City by the second party under the provisions
of this contract will and shall be of the quality and kind, and of
the strength above mentioned, and if on test by the City of Fort
Wayne, any of the steel shall fail to show a test as above set out,
then the party of the second part agrees to deliver and furnish
to said City, within ten days after being notified of that fact,
the same quantity of steel, to be of the quality and kind above
described and will take back the steel which shall so fail
to show said test.

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Party of the second part further agrees to execute and deliver to the said City before the taking effect of the provisions of this contract a bond with sufficient surety to be approved by said Board of Public Works, in the sum of One Thousand Dollars, conditioned for the faithful performance of this contract by the Party of the second part, and conditioned further for the payment by said party of the second part to said City of any and all damages that may accrue to said city by reason of defects in any steel that may be furnished under this contract, and by reason of the non-performance of any of the provisions hereof.

In consideration of the furnishing of said steel by said Party of the second part to Party of the first party said first party agrees and hereby binds itself to pay to said party of the second part the sum of Thirty seven Dollars and fifty cents per ton of each 2,000 pounds F.O.B. car Fort Wayne, Indiana, thirty days after the delivery of the same.

Witness our hands and seals the 1st day and year first above written.

The City of Fort Wayne,

By E J Lennow

Henry Schwartz

Isaac Brauer

Its Board of Public Works

Attest

Julian F Franke

Clerk

William B. Knobles

W C. Tompkins

Assistants

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract entered into on the 21st day of February 1907 by and between the City of Fort Wayne, by and through its Board of Public Works, and William B. Knobles Company, as fully set forth in the foregoing hours, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance be in full force and effect from and after its passage and approval by the mayor

John F. ...

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 4th day of March 1907.

No formal certific. I do this day in behalf of the City of Fort Wayne Indiana at a special meeting held in this city on the 4th day of March 1907, In a majority vote of all the members, elect said Board of ordinances having the attached and known as
General Ordinance No. 314.

Ed. Johnson,
President

Frank Youngman
City Clerk,

Respectfully the foregoing approved on the 9th day of March
1907.

Frank Youngman
City Clerk,

Attestd this 12th day of March 1907

F. M. G. Youngman
Mayor

General Ordinances, No. 315.

Be it enacted... as approving a contract entered into by and between
The City of Fort Wayne by and through its Board of Public Works, party
of the first part, and Owen Ford part, of the second part relative to
the preparation by said Ford of Plans and specifications for the construction
of a municipal Lighting Plant, and for his services as superintendent
in the construction of the same

Whereas on the 23 day of January 1907 the city of Fort Wayne, by and
through its Board of Public Works, and Owen Ford entered into a
contract relative to the preparation by said Ford of plans and
specifications for the construction of a municipal lighting plant and
for his services as superintendent in the construction of the same
which contract is in the following words and figs....

Agreement made and entered into this 23rd day of January
1907, by and between the City of Fort Wayne, by and through its
Board of Public Works, party of the first part, and Owen Ford, party
of the second part witnesseth:

Whereas the said party of the second part has submitted to said
Board of Public Works a proposition for his services in the
preparation of the plans and specifications for a municipal Electric
light works to be constructed by said City, and as a consulting
and Supervising Engineer during the construction of such
electric light works, which proposition is as follows:

Fort Wayne Indiana, January 10th 1907

The Board of Public Works
Fort Wayne Indiana

Dear Sir

Herein as set out below, I submit proposition for services of con-
sulting and Supervising Engineer in the constructing of your Munici-
pal Electric Light and Power Plant, on that basis, which in my
opinion is best suited to the economical and proper handling of
the said work.

1. I will make all necessary preliminary examinations
and investigations, get the local data, determine with the
Board the kind and extent of plant to be adopted and get your
instructions for the work.
2. Prepare preliminary estimate or estimates of cost, setting
forth the general outline of the plant and submit same to you for
approval or alteration and final decision as to general nature of

W.M.

3. When an organization of Board is finally decided upon I will prepare the final estimates, specification and plans for the complete plant, in accordance with which, after approval by the Board, bids are to be received and contracts awarded and the work executed.
4. When the above described plans and specifications are approved, the Board will advertise for bids, in the usual manner setting a day for the opening of said bids. I will meet with the Board at the opening of said bids, advise with you and aid the Board in making of contracts for the work.
5. During the progress of the work, I will make the necessary inspections of the work, in person, and will oversee and direct the starting of the plant in operation, make final inspection tests and report for final acceptance of the work and direct such changes as are necessary, if any, to have all work comply fully with the specifications and plans.
6. In addition to, and in connection with the above described engineering services, I will furnish during the active construction of the said work or plant; an Inspector or representative upon said "A.R.", to look after the same, which said representative, as above described, and his services shall be in addition to the inspections and supervisions, which I will make in person, as may be necessary and as described above. And either I or the said Inspector or representative shall be present at all times on said work during its active construction as required by said work.
7. My office in St. Louis shall be at your disposal in this connection and copies of the plans and specifications kept on file for use of bidders etc., and I will advise with the Board and attend to all matters as consulting Engineer, in accordance with usual customs in such cases and see that the plant is in every way strictly first-class and in accordance with the specifications and plans.
8. In event the Board shall decide to undertake any part of work directly, instead of letting it in completed form by contract. I or my representative, upon the work or both, will make up a list of materials necessary for such work and aid the Board in ordering such materials and securing and employing the help of all kinds necessary for such work.

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I. I am to pay all my own expenses in connection with the said work, and also of said Inspector or representative, travelling hotel, expenses etc.

For the above described services of Consulting and Supervisory Engineer, including the said Inspector, the Board shall pay to me a sum equal to four per cent (4%) of the cost of the said plant or work to be paid as follows:

1 1/4 per cent, when that part of said work or service, up to and including the estimates, plans and specifications are completed and the said estimates, plans and specifications are delivered to the Board, and the bids are opened and contracts awarded for the work.

It is understood and agreed that if contracts cannot be let upon the original plans and specifications on account of discrepancy in prices between the estimates and the bids or for other reasons on account of the said plans and specifications, then I am to revise, alter and modify said plans and specifications as required, so that the said contracts may be let for the plant.

Said changes in the plans and specifications to be made if required without any additional charge therefor.

It is also agreed that should the Board fail or be unable from any cause (not the fault of the Consulting Engineer or his work) to award the said contracts for the plant, the said first payment of one and one-quarter per cent (1 1/4%) as stipulated, shall be paid to the consulting Engineer if so far as the work of the Consulting Engineer is concerned, said contracts may be awarded.

Two and one quarter per cent (2 1/4%) pro rata as payments are made upon the plant, and the balance when the plant is completed and in successful operation. Should the total cost of said plant exceed One hundred and sixty thousand Dollars (\$160,000.00) my percentage of four per cent as above shall not apply on any excess over said amount,

The work shall at all times be prosecuted with diligence until completion.

I will begin the said Engineering work within ten days from date of signing hereof.

Two complete copies of the said plans and specifications shall be furnished to the Board and shall be and rema-

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The property of the Board
Very respectfully,
Owre Ford
Consulting and Supervising Engineer

And whereas said City by and through its ^{2nd} Board of Public Works has accepted said proposition so made by the party of the second part:

It is therefore agreed, that the said party of the second part be and is hereby retained and engaged as such Consulting and Supervising Engineer by said City to furnish said plans and specifications, and to act as such Supervising Engineer for and in the construction of said municipal electric light works and to furnish the engineering services and work described and in the manner stated, in the said proposition above set out under the terms and conditions specified therein, and for the compensation in full for all of the work and labor set forth in said proposition herein specified, and in case the total cost of the construction of said electric light works exceeds said one hundred and sixty thousand dollars (\$160,000.00) then the party of the second part shall receive the said four percent (4%) of what sum in full for all services as stated in said proposition for the complete construction of said electric light works,

In witness whereof the parties hereto have set their hand and seal the day and year first above written.

City of Fort Wayne

By E. J. Lennon

Henry Schurz

Jesse Brosius

Its Board of Public Works

Attest.

N. C. McCarthy
acting Clerk

Owre Ford
Consulting and Supervising Engineer

Section 1. Be it ordained by the common Council of the City of Fort Wayne, that the contract entered into on the 23^d day of January 1907, by and between the City of Fort Wayne, by and through its Board of Public Works and Owre Ford, as fully set forth in the foregoing writing, and the same is hereby in all things ratified and approved.

Section 2. That this ordinance be in full force and effect from and after its passage and approval by the mayor

John A. Black

Done at the County Chamber and the City of Fort Wayne, Indiana - on the 4th day of March, 1907.

We hereby certify that we are members of the City of Fort Wayne, Indiana at a special meeting held on the 4th day of March, 1907 by a majority vote of all the members present did cause the ordinance known as the "Brewery and Saloon Ordinance No. 315

H. C. Tolson
(President)

J. Frank Manganaro
City Clerk

Presented to the Mayor for approval on the 9th day of March, 1907

J. Frank Manganaro
City Clerk

Approved this 15th day of March, 1907

John A. Black
Mayor

Journal Ordinances No 316

Substituted by An ordinance to prohibit the deposit of offal and other material in the rivers and other natural water courses
 2/11/07
 ... adopted Nov. 9th 1907.

Sec. 1: Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person, firm, company or corporation to deposit or cause or permit to be deposited any offal, dead animals or parts thereof, rubbish, dirt or other impure liquids or matter, into any of the rivers or other natural water courses within the limits of the City of Fort Wayne or within the corporate limits thereof.

Sec. 2: Any person, firm, company or corporation violating any of the provisions of this ordinance shall be fined in any sum not exceeding One hundred Dollars.

Sec. 3: That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication

J. W. Boarman,

Done at the Council Chamber in the City of Fort Wayne Indiana on the 9th day of April 1907.

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 9th day of April 1907, by a majority vote of all the members elected did pass the ordinance herein to aforesaid and known as General Ordinance No 316.

W.C. Schurman
President

J Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 13th day of April 1907.
 J Frank Mungovan
City Clerk.

Approved this 23rd day of April 1907

Wm J Hesey
Mayor

General Ordinance No. 317

Ordered by the ordinance requiring the wearing of badge by meter readers or inspectors of all persons companies or corporations furnishing water, gas, or electricity in the City of Fort Wayne.

Section 1: Be it ordained by the Common Council of the City of Fort Wayne, that it shall be the duty of all persons, companies or corporations selling or furnishing to citizens of the City of Fort Wayne gas, water or electricity to supply to, and to cause to be worn by all their meter readers or inspectors a metal badge containing the words "Meter Inspector" and the initials of the person company or corporation by whom such meter reader or inspector is employed, and it shall be the duty of such meter reader or inspector to cause such metal badge to be worn in a conspicuous and visible portion of his clothing so as to be easily seen whenever about to enter any residence in the city of Fort Wayne for the purpose of reading or inspecting any meter or register owned by any such person, company or corporation.

Section 2: That it shall be unlawful for any person, company or corporation to turn or shut off any water, gas or electricity from any of its fixtures, because of the refusal of such person to allow any of the meter readers or inspectors of such person, company or corporation to read or inspect the meter of patron, unless such meter reader or inspector shall have badge at the time of such refusal upon his person in a conspicuous and visible place the metal badge referred to in section one of this ordinance.

Section 3: Any person, company or corporation violating or failing to comply with the provisions of this ordinance shall be fined in any sum not exceeding One hundred Dollars (\$100.)

Section 4: This ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 23rd day of August

I hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 23rd day of April 1907, by a majority vote of all the members elected, did pass the ordinance hereto attached, and known as
General Ordinance No. 317.

H. L. Schaefer
(President)

J. Frank Hargrave,
Secretary.

Presented to the Mayor for approval on the 27th day of April 1907

J. Frank Hargrave
Secretary.

Approved this 6th day of May 1907,

J. Frank Hargrave
Secretary.

I. S. C. Ordinance No. 318

Notwithstanding the rules and regulations, established and published, for the sale of
and delivery of tobacco, and fixing a penalty for the violations of the same,
now enacted, in this, the 24th, 1848, as follows:

Section 1: Notwithstanding by the Government, were, for sale of
the City of St. Louis, between persons about the business of
exchange, or other warlike, faster or exchange any article,
vegetables, &c., butter, poultry, meat or other farm produce,
birds, wool, wares, medicines, or merchandise, or other articles
of value in, upon, or along any street, alley or other public
place in said city, or traveling from place to place therein
either on foot or in any kind of vehicle, shall, to him
engaging in such business, obtain from the City Comptroller
a city license so to do.

Sec. 2: When such produce, provisions, goods, wares, medicines,
merchandise or other articles of value are carried in vehicles
drawn by animal power, a license of One hundred and fifty
Dollars (\$150⁰⁰) per annum \$5.00 to paid for each vehicle so
used, and when more than one person is engaged with such
vehicle, there a license of Two hundred dollars (\$200⁰⁰) to, a sum
shall be paid for such vehicle so used, and when such produce
provisions, goods, wares, or other articles are carried in
or held by hand or otherwise on the person, each person
so engaged in selling shall be required to obtain a license and
pay a fee of One hundred and fifty Dollars (\$150⁰⁰) per annum.
No license required under this ordinance shall be granted for a
shorter period of time than one year.

Sec. 3: No license issued or granted under any of the provisions of
this ordinance shall be in any manner assignable or transfer-
able, or authorize any other person than the one mentioned
therein to sell, or authorize any other class of articles than
those specified to be sold.

Sec. 4: Every person using a vehicle and licensed to sell, barter
or exchange any article of value whatsoever, under any of the
provisions of this ordinance, shall "procure at his own expense"
and have conspicuously posted or painted on each vehicle so
used a sign made of wood or tin, bearing the name of the
person so licensed, the number of the license, and the words
"Licensed Vendor," in plain English letters and figures; and

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shall not be less than two feet in length and
sixteen inches in width. It shall be the duty of every person
selling, bartering or exchanging any goods or other articles
of value, to carry his license or permit with him while so
selling, bartering or exchanging of goods, merchandise or
other articles of value, upon and along the Streets and Alleys
or other public places in said city, and such person shall
whereas requested either by an officer or private citizen produce
or show to such person or officer either the license or permit
of the Mayor under which he claims to be selling.

Sec 5: No license granted or issued under any of the provisions
of this ordinance shall be so construed as to entitle any
person to the privilege of occupying a stand in any market
place or market house, street, lane, alley or common with
table back or otherwise, nor authorize the sale, huckstering
bedding by a licensed vendor, upon or in any of the market
places or market houses of the city, or upon any streets contiguous
thereto during the market hours, nor allow any person or persons
selling any goods, wares, or merchandise at wholesale to the
trade, to claim or have it about said person or persons as
selling having first received orders for such goods wares or
merchandise at their respective places of business whether it
be at store building or from the car, nor shall any of the pro-
visions of this ordinance be so construed as to authorize the
sale of goods wares or merchandise or any article of provisions
or vegetables or farm products by auction or public outcry
nor shall any of the provisions of this ordinance be so construed
as to prevent the farmer or producer from selling at any
time or in any place within the city any article of provisions
or vegetables grown or produced by him or to persons
selling exclusively at wholesale to the retail dealers of
the city. And the provisions of this ordinance shall not apply
to persons selling any goods or articles of value a license
for the selling of which is specifically required by the provisions
of other ordinances of the city of Fort Wayne.

Sec 6: Any person licensed under this ordinance who sells
or exchanges or who has in his possession, with intent
to sell or exchange or offer for sale or exchange any
unwholesome produce, fruits, vegetables, butter, poultry,
meat or fish or who shall be guilty of any fraud, cheat,
misdemeanor or imposition while acting in such capacity,
or who shall violate or fail to comply with any provisions of

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This ordinance shall be fined not less than five dollars, nor more than fifty dollars (\$50⁰⁰) and the Mayor may, on proof of such violation by any person licensed under this ordinance revoke the license issued to the offender.

See 7: That General Ordinance No 312 bring an ordinance entitled "an ordinance requiring peddlers and hawkers to take out a license and fixing a penalty for the violation of the same" be and the same is hereby repealed.

See 8: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and legal publication.

H. C. Schriver

Done at the Council Chamber in the city of Fort Wayne Indiana
on the 23rd day of April 1907

I, hereby certify, that the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 23rd day of April 1907, by a majority vote of all the members elect did pass the ordinance hereto attached and known as
General Ordinance No 318

H. C. Schriver
President

J Frank Mungoway
City Clerk

Presented to the Mayor for approval on the 27th day of April 1907

(J Frank Mungoway,
City Clerk)

Approved this 7th day of May 1907

Wm J. Fahey
Mayor

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General Ordinance No 319

Introduced by [redacted] An ordinance regulating the use of side walks in the
City of Fort Wayne as amended on April 23rd 1907

Sec 1. Be it enacted by the Common Council of the City of Fort Wayne, That no person or persons, company or corporation receiving or delivering goods, wares or merchandise shall place or keep upon or suffer to be placed or kept upon any side walk in the City of Fort Wayne any goods, wares or merchandise which he or they shall be receiving or delivering. Provided, however, if any such person or persons, company or corporation shall desire to receive or deliver any such goods, wares or merchandise in any building whara by reason of want of an alley adjacent to the real estate upon which said building is situated there is no convenient access thereto other than by passing over such side walk, then such person or persons, company or corporation may receive or deliver such goods over and across such side walk but shall at all times leave a passage way of not less than six feet in width for pedestrians, and shall not suffer the same to be or remain upon such side walk for longer than two hours.

Sec 2. That it shall be unlawful for any person or persons, company or corporation to receive or deliver by the front entrance to the building occupied by such person, company, or corporation, over and across any sidewalk in the city of Fort Wayne, any goods, wares, or merchandise when access can be had to such building of such person or persons company or corporation from the rear thereof and over and through any paved alley that may be adjacent to the real estate upon which such building is situated.

Sec 3. Any person or persons, company or corporation violating any of the provisions of this ordinance shall be fined in any sum not exceeding \$50⁰⁰

Section 4. That section 5 of General Ordinance number 149, being an ordinance entitled "An ordinance regulating the construction and uses of side walks within the corporate limits of the City of Fort Wayne" be and the same is hereby repealed.

Sec 8.: That this ordinance shall be in full force and effect from and after its passage, as passed by the mayor and legal public advice.

William A. Boyer.

I, one of the Mount Chamber on the City of Fort Wayne Indiana
on the 23rd day of April 1909

The Chamber certify, That the City Council of the City of
Fort Wayne Indiana, at a regular meeting, held on the 22nd
day of June 1909, by a majority vote of all the members present,
did pass this ordinance known to all as an
General Ordinance No 319.

C. C. Schubert
President

J. Frank Mungarau
City Clerk

Presented to the Mayor for signature on the 25th day of May 1909

J. Frank Mungarau
City Clerk

Approved this 25th day of May 1909

W. W. Young
Mayor

Journal October 11th 320

S. Johnson
W. H. & H.

An ordinance regulating the operation of electric street cars by persons, companies and corporations, owning and operating the same, and providing a penalty for the violation thereof.

Section 1.: Be it ordained by the Common Council of the City of Fort Wayne, that it shall be the duty of every person, company or corporation owning or operating electric street cars in the city of Fort Wayne to cause the names of all streets and avenues traversing the lines of such person, company or corporation to be called out in a loud and audible manner so that the same can be heard by the passengers riding in such cars, by the conductor or man in charge of each of such cars, while in operation at least one hundred feet before such car or cars reach such intersecting street or avenue.

Section 2.: That it shall be the duty of all conductors or men in charge of any electric street car operated in the city of Fort Wayne, to call in a loud and audible manner so that the same can be heard by the passengers in such car, the names of all the streets and avenues intersecting the route of the car so in charge of such conductor at least one hundred feet before such car reaches such intersecting street or avenue.

Section 3.: That it shall be unlawful for any person, company or corporation to run or operate any electric street car across its own main street or avenue intersecting the route of such car as follows: arms of the fire wagons, Engines or trucks of the City Fire Department are making a run to any fire over such intersecting streets or avenues without the conductor or man in charge of such car first hearing said car and going to said intersecting street or avenue to ascertain whether or not any such fire wagon, engine or truck is about to cross the route of said car at said intersecting street or avenue and if there is any such fire truck, engine or wagon on said intersecting street or avenue in close proximity to or about to cross the route of said car, then said conductor or man in charge shall not allow said car to cross said intersecting street or avenue until all of said fire trucks, engines or wagons have crossed the route of said car on said intersecting street or avenue.

Section 4.: Any person fire company or corporation

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failing to comply with or violating, any of the provisions of this ordinance, shall be fined in any sum not exceeding one hundred dollars.

Section 5.: That this ordinance shall be in full force and effect from and after its passage and approval by the mayor, and legal publication

Philip A. Myss

Done at the Council Chambers in the City of Fort Wayne Indiana
on the 14th day of May,

We hereby certify, That the Common Council of the City of
Fort Wayne Indiana at a regular meeting held on the 14th
day of May 1907 by a majority vote of all the members
elect did pass the ordinance hereinabove attached and known
as General Ordinance No 320.

M. C. Schuman
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for signature on the 19th day of May 1907

Frank Mungovan
City Clerk

Accepted this 25th day of May 1907

Philip A. Myss
1907

General Ordinance No. 321

Subscribed by
A. W. C. Schuyler

An ordinance regulating the manner of conducting
public Bathing Resorts.

Sec 1.: Be it ordained by the Common Council of the City of Fort Wayne, that it shall be the duty of any person, company or corporation owning, leasing or conducting a bathing resort at any of the lakes or rivers within the limits of the City of Fort Wayne where a fee or anything of value is charged by such person, company or corporation of and from bathers of such bathing resort, for the privilege of bathing thereat or for the renting of any bathing suits or devices for bathing purpose to maintain or cause to be maintained at such bathing resort an expert swimmer, for the purpose of protecting the lives of the patrons at such bathing resort. Such expert swimmer to be provided for at such bathing resort constantly whenever any patrons are bathing thereat.

See 2.: That it shall be the duty of such person, company or corporation so owning, leasing or conducting such bathing resort to have on hand and at easy access to the patrons at such resort, and to such expert swimmer, life preserver, life lines, boats and other modern devices for the purpose of, and to be used for, protecting the lives of the patrons at such bathing resort, and saving the lives of such patrons as may from time to time need assistance while bathing thereat.

See 3.: That it shall be the duty of the expert swimmer referred to in section 1 of this ordinance to at all times whenever patrons are bathing at such resort keep a vigilant watch over all such patrons, and whenever, in his opinion any such patron may need assistance, or whenever called upon by such patron or to do such expert swimmer shall render all assistance in his power to save the life of such patron or patrons.

Section 4.: Any person, company or corporation failing to comply with, or violating any of the provisions of this ordinance shall be fined in any sum not exceeding one hundred dollars.

Sec 5.: This ordinance shall be in full force and effect

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from and after its passage and approval by the mayor
and legal publication

J. W. Stevens

Know all the People & Chamber in the City of Fort Wayne Indiana
on the 1st day of May 1907

The City of Fort Wayne Indiana, hereinafter, of the City of Fort Wayne
Indiana at a regular meeting held on the 1st day of May 1907
by a majority vote of all the members elect did pass the ordinance
hereunto attached and known as General Ordinance No. 321.

H. L. Stevens
President

J. Frank Munroe
City Clerk

Presented to the Mayor for signature on the 1st day of May 1907

J. Frank Munroe
City Clerk

Oblige and this 27th day of May 1907

John C. Gray
Witness

General Ordinance No. 322.

Section 1. An ordinance regulating the operation of street cars within the limits of Fort Wayne, and providing a penalty for its violation.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that it shall be unlawful for any person, firm or corporation operating street cars within the limits of the city of Fort Wayne to allow, or permit passengers, riding upon any such car to stand, or to remain upon the rear platform of such car while the same is being operated for the handling of passengers, in case there shall be sufficient room within such car to accommodate passengers, leaving to ride upon the same.

Section 2. Any person, firm or corporation violating the provisions of section one of this ordinance shall upon conviction, be fined in any sum not exceeding One hundred Dollars.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and legal publication.

R. H. Harrison

Moved at the Common Council Chambers in the city of Fort Wayne Indiana on the 14th day of May 1907.

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 14th day of May 1907, by a majority vote of all the members elected did pass the ordinance herein attached and known as General Ordinance No. 322.

M. C. Schwer
(President)

(Frank Mungorow
City Clerk)

Presented to the Mayor for approval on the 17th day of May 1907

(Frank Mungorow
City Clerk)

Approved this 27th day of May 1907

Wm J. Hasey
Mayor

Lien-out October No 323.

Subscribed by C. J. C. L. a. as abovesigned a contract entered into by the City
of Fort Wayne and the Pennsylvania Company, on October 1st 1906,
granting said Company the consent, permission and authority to
lay and construct a steam railroad track.

The rec. hereto for on the 1st day of October 1906, the City of Fort
Wayne, by and through its Board of Public Works, entered into a
contract with the Pennsylvania Company, granting to said
Company consent, permission and authority to construct, maintain
and operate a steam railroad track across certain streets
in said City, which contract is as follows:

This was a mutual understanding 1st day of October 1906, by and between
the City of Fort Wayne, Indiana, and the Board of Public Works, party
of the first part, and the Pennsylvania Company, party of the second
part, and witness;

That in consideration of the sum of one and one hundred dollars to be
refunded and compensated with by the party of the second part as
hereinafter provided, consent, permission and authority are
hereby granted and given by the party of the first part to the party
of the second part to construct, maintain and operate or cause
to be operated an additional single track, not more than broad-
way street, Union Street, College Street, Newell Street and Broadway
and all streets and alleys between said Broadway and Newell Street
in said City, and also Hanna Street, in accordance with the
flat plan attached hereto and made a part hereof, and on
which flat the line and route of said track is marked and indi-
cated by a red line, except Hanna Street not shown.

It is understood and agreed that the consent, permission and
authority herein granted and given are upon the following terms
and conditions:

1. The party of the second part if it desire to avail itself of the benefits
of the consent, permission and authority herein granted, shall
cause the complete construction of said track within one year from
the date hereof, and in the event that it so avail itself of said grant
consent, permission and authority herein it shall cause the complete con-
struction of such track within sixty days from the time it commences
working thereon, and within the period of one year as above stated
and shall, at no time, in the construction of said track occupy
for such purpose, any of the streets above mentioned for more

of time in excess of five days, but in the event that party
of the second, said is, incurred from reasons as aforesaid any of
the above conditions by reason of any delay need of any cost
and expense, which would be reasonable, estimation of time
as to any one of the above provisions.

2. Any track or street in situated above, and shall be con-
structed and maintained so as to, at all times, conform with the
established grade of the Streets hereinbefore named, or such
grade shall, from time to time, exist and in such manner as to
in no way be an impediment to the ordinary and proper use
thereof for all purposes by the public, in passing along, upon an
even said track, at any point thereof. That said track and the
said streets shall continue with the grades of the Streets now
established or to be established hereafter by said city, and subject
at all times, to be taken up and retarded by said second party,
at its own expense, for the purpose of regrading, paving, repairing
or replacing such streets, and for the purpose of constructing or
laying sewers, laying or repairing water mains or other
pipes or for any public improvement. And in case it becomes
necessary, in the opinion of said Board of Public Works, to take
up said track for any of the purposes above enumerated, or in
case said track shall not conform with the grade of said streets
as above provided, said Board shall notify said party of the
second part that it is, in the opinion of said Board, necessary to
take up said track for any of said purposes, or that said
track does not conform with the grade of said streets as the
case may be, and said party of the second part shall take
up said track for such purpose within such time and for such
length of time as the said Board may, in said notice, require
in case such notice is as to repair or improvements as above
stated, or shall make said track conform to any such grade
within thirty days time from receiving such notice in case such
notice is as to grade of such streets, and upon the failure
of second party so to do said Board of Public Works shall
have the right to take up such track, to make such improvements
or repairs or to make such track conform to such grade and
at the costs thereof to said second party, and in case said
second party shall fail to pay such cost or expense within thirty
days from the time said Board shall have rendered a bill
therefor the said city shall have a right of action to recover
cost or expense against said second party together with a
reasonable Attorney fee with the collection thereof

3. If in the construction of said track it shall become necessary to change the now existing grade of such streets or any of them in order to have said track of the same grade of the other tracks of said second party, and in so doing it shall become necessary to change the grade of any part or parts of the remainder of such street or streets or the sidewalk adjacent thereto, then said party of the second part shall at its own expense under the plans and specifications of the Civil Engineers of the first party, and under the orders and directions of the Board of Public Works cause to be made under said street to be properly graded so as to conform to...

and the Party of the second part agrees to keep all part of said streets crossed by the right of way of second party in a proper and sufficient state, if required at all times at its own expense and in a manner that the Board of Public Works of said city may from time to time order.

4. That the said Party of the second part shall not at any time load, unload or raise or lower to be loaded or un-loaded cars, or leave the same upon, or any of the streets mentioned in this contract at any time whatever without the written permission of the Board of Public Works, and shall not at any time operate its trains over and across said streets, so as to interfere with the free use of the same by the public, and shall in the operation of its trains over and across said streets so as to not to fail the ordinances of the Party of the first part now in operation or which may hereafter be passed to the Board of Public Works in relation to the running and operation of steam railroad within said city.

5. Party of the second part shall so construct and maintain its track in such manner as to not, in any way interfere with the drainage of the surface water on the streets herein mentioned and shall when constructing said tracks over and across said streets, do the same under the directions of the said Board of Public Works.

6. Party of the second part further agrees and binds itself to keep and hold said city free and harmless from any and all liability from any and all damages that may accrue to any person, persons or property, on account of any injury to their person or property growing out of the construction, maintenance or operation of said track, or the operation of any cars thrown by any person or corporation, and in case suit shall be filed against said city on account thereof, said party of the second part upon notice to it by said city, shall defend.

to owe expense, and in the event that judgment be rendered in said action, against said city, the party of the second part shall pay such judgment with all costs, and hold the city harmless therefrom. And second party shall execute to the party of the first part a bond with sufficient surety to be approved by said Board of Public Works, payable to said city, in the sum of Ten Thousand Dollars, conditioned for the faithful performance by said second party of all the conditions and provisions contained in this contract to be informed on its part, and will from time to time whenever desired by said Board of Public Works re-new said Bond.

7. It is further agreed that if said second party fails to comply with and perform any of the provisions of Section 1, 3, 5, 6, of this contract, the contract consent, permission and authority herein granted shall at once terminate, and second party shall forfeit all rights herein and shall cause the removal, at its expense, of said track and place said streets in as good and safe condition for travel, and of the same material, as the remainder thereof of area.

8. The railroads shall not in any manner interfere or affect the question of the elevation of the tracks of the second party, and all or any laws that may now or hereafter prescribe the manner of or affect the elevation of the now existing tracks of the party of the second party shall apply to and affect the track to be constructed under this contract.

9. It is further understood and agreed that this contract and the provisions thereof shall be binding upon the successors and assigns of the party of the second party.

Witness our hands and seals the day and year first above written

Attest.
A.W. Becker.
Clark

City of Fort Wayne
by E.J. Lemon
Henry Schwartz
Jesse Brocious
Board of Public Works

Pennsy Lancia Company
J.B. McRae
Its Superintendent,

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Section 1.: Be it ordained by the Com. or Council of the City of Fort Wayne, that the contract hereinbefore entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Pennsylvania Company, as fully set forth in the foregoing hours, be and the same is hereby in all things confirmed and approved.

Section 2.: That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

March 21.

Done at the Council Chamber in the city of Fort Wayne
Indiana on the 14th day of May

I have by certify. That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 14th day of May 1907, by a majority vote of all the members elect did pass the ordinance herewith attached and known as
General Ordinance No 323.

H. L. Schurz
President

F. M. Mengoway,
City Clerk.

Presented to the Mayor for approval on the 17th day of
May 1907

F. M. Mengoway
City Clerk.

Approved this 27th day of May 1907.

H. L. Schurz

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J. S. L. Ordinance No. 324

An ordinance regulating the selling and weighing of coal and coke and providing a penalty for the violation of the same as amended May 28th 1907.

Sec 1.: Be it ordained by the Common Council of the City of Fort Wayne that it shall be unlawful for any person company or corporation to sell or offer for sale any coal or coke within the limits of the City of Fort Wayne, without having first procured from the Board of Public Works of said City as to do.

Sec. 2.: Any person company or corporation on obtaining a permit to sell coal or coke within the City of Fort Wayne shall before selling or offering for sale, any such coal or coke supply himself with scales for the weighing of such coal or coke as may there after be sold or offered for sale by such person company or corporation, which scales shall be subject thereafter to such testing from time to time as to the correctness and accuracy of the same by said Board of Public Works as such Board may deem proper and necessary, and whenever requested by any person having purchase coal or coke from such person, company or corporation as owning such scales, and in case such scales are found on such test being made to be incorrect the expense of such test shall be borne by the owner or owners of such scales, but if on such test being made such scales shall be found to be correct and accurate the expense of such test shall be borne by the person so complaining. Such person, company or corporation shall maintain a weighmaster or weighmasters as in the next section provided.

Sec 3: Whenever any permit shall be granted as provided in Section 1 of this ordinance the clerk of the Board of Public Works shall notify the Board of Public Safety of such City of the granting of such permit, whereupon the Board of Public Safety shall and are hereby given the power to appoint a weighmaster or weighmasters to weigh the coal or coke thereat sold by such person, company or corporation such weighmaster or weighmasters to be nominated by the owner of such scales but subject to removal by such Board of Public Safety whenever in the opinion of such Board he or they shall fail to faithfully perform the duties of his or their employ need.

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Each such weighmaster shall execute to the City of Fort Wayne a bond in the sum of One thousand Dollars, with sufficient surety to be approved by said Board of Public Safety, for the faithful performance of his duties as such weighmaster.

Sec. 4. It shall be the duty of such weighmaster or weighmasters to weigh all coal or coke sold and delivered by such person, company or corporation so owning such scales to keep a register or record of the weight of each load of coal or coke so sold by such person, company or corporation to furnish to the driver of the wagon containing such load of coal or coke a certificate or statement of the number of pounds therein contained. It shall be the duty of the drivers to whom such certificate or statement so determined by such weighmaster or weighmasters to deliver the same to the purchasers of such coal or coke, and such drivers shall, whenever requested so to do by the purchaser or a police officer of said city drive the load of coal or coke in his charge to the city scales or any standard scales designated by the officers for the purpose of determining the actual weight of the same and the weight of such load of coal or coke as determined by said city scales shall be considered for all purposes as the actual weight of said coal or coke.

See 5: It shall be the duty of all persons, companies or corporations not regularly engaged in the business of selling coal or coke and not having an established place of business for that purpose, who shall desire to sell or dispose of any coal or coke, to cause the same after the sale thereof and before delivery to the purchaser of the same, to be weighed at the City scales and to deliver to such purchaser the statement herein referred to containing the number or pounds contained in the load of coal or coke so sold by such person, company or corporation. It shall be the duty of the City weighmaster, whenever any such person, company or corporation causes any coal or coke to be weighed at such City scales to collect from such person, company or corporation a fee of ten cents for each load of coal or coke so weighed at such City scales and to furnish to the driver of the wagon containing such coal or coke a certificate or statement of the number of pounds contained, which shall be signed by the City weighmaster.

See 6: Any person, company or corporation violating or failing to perform any of the provisions of this ordinance, or any weighmaster failing to perform any of his duties,

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This ordinance assigned to him, or any person who shall issue any false certificate as to the contents of any load of coal or coke, shall be fined in any sum not exceeding One hundred Dollars.

Sec 6½: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec 7: This ordinance shall be in full force and take effect from and after its passage and approval by the Mayor and legal publication.

W.C. Schuier

Done at the Council Chamber in the City of Fort Wayne Indiana on the 25th day of May 1907

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of May 1907, by a majority vote of all the members elected, did pass the ordinance herein attached and known as General Ordinance No 324,

W.C. Schuier
President

J Frank Munyan
City Clerk

Presented to the Mayor for approval on the 3rd day of June 1907.

J Frank Munyan
City Clerk

Approved this 11th day of June 1907

Wm J Hasey
Mayor

General Ordinance No. 22

Introduced by an ordinance requiring persons living within the City of Fort Wayne and within four miles of the corporate limits thereof to obtain a city license to sell intoxicating liquors as aforesaid on June 11th 1897.

Sec 1.: Be it ordained by the Common Council of the City of Fort Wayne that the Mayor of the City of Fort Wayne, in his discretion is hereby authorized to grant to any person who shall have first obtained a State license to sell intoxicating liquors, a city license to sell intoxicating liquors in a less quantity than a quart at a time, to be used in and upon the premises wherein such liquors are sold, upon such person making application therefor, and producing his said State license and depositing in the Treasury of said City, for the use of said City the sum of One hundred and fifty Dollars, which said license shall run for a period of one year from the date of the examination, and shall designate therein the place at which such sale shall be made. Such license shall be issued under the corporate seal of the said City and be signed by the Mayor and countersigned by the City Comptroller.

Sec. 2.: That it shall be unlawful for any person to sell or offer for sale, within the limits of the City of Fort Wayne or within a distance of four miles from the corporate limits thereof any intoxicating liquor in a less quantity than a quart at a time, to be used by the purchaser thereof upon the premises wherein such liquor is sold, without first having procured a license so to do, as provided in section 1. of this ordinance.

Sec 3.: Any person who shall violate any of the provisions of this ordinance shall upon conviction for fit and pay a fine of not less than One hundred Dollars.

Sec 4. That General Ordinance No 22 being an ordinance entitled "An ordinance requiring persons living within the City of Fort Wayne and within four miles from the corporate limits thereof to obtain a city license to sell intoxicating liquors" approved November 14th 1894 be and the same is hereby repealed.

Sec 5.: This ordinance shall be in full force and effect on and after its passage, approval by the Mayor and legal publication

J. H. Henry

Done at the Council Chamber of the City of Fort Wayne
Indiana on the 11th day of June 1907.

We hereby certify that the Common Council of the City of
Fort Wayne Indiana at a regular meeting held on the
11th day of June 1907, by a majority vote of all the members
elected present passed the ordinances herein attached and known
as General Ordinance No 325.

H. C. Schriner
(President)

J. Frank Mungovan
(City Clerk)

Presented to the Mayor for approval on the 17th day of
June 1907

J. Frank Mungovan
City Clerk

Witnessed this 25th day of June 1907

H. C. Schriner
(President)

General Ordinance No 326.

Introduced by An ordinance approving and ratifying a coaliced railroad track by
H. C. Cook and between the City of Fort Wayne, by and through its Board of
Public Works, and the New York, Chicago and St Louis Railroad
Company, on the 28th day of May 1907, relative to the construction
maintenance and operation of additional tracks over and across
Harrison Street.

Whereas on the 28th day of May 1907 the City of Fort Wayne
by and through its Board of Public Works, entered into a coaliced
with the New York, Chicago and St Louis Railroad Company granting
to said Company permission and authority to construct, maintain
and operate an additional single track railroad track over Harrison
Street, which contract is in the full copy herein.

This agreement made this 28th day of May 1907 by and between
the City of Fort Wayne, by and through its Board of Public Works,
Party of the first part and the New York, Chicago and St Louis Rail-
road Company, Party of the second part, witnesseth,

That in consideration of the covenants and agreements
to be performed and complied with by the Party of the second
part as herein after provided, consent, permission and authority
are hereby granted and given by the Party of the first part to the
Party of the second part, to construct, maintain and operate or
cause to be operated, an additional single track railroad across
Harrison Street, in the City of Fort Wayne in accordance with and
as shown by a plan thereof attached hereto and made a part
hereof, and on which plan the line and route of said track is
marked and indicated by a red line; and permission and
authority is hereby also granted to remove and relay the tracks
across said street that now exists thereon, as shown by said
plan.

It is understood and agreed that the consent, permission and
authority herein granted and given are upon the following terms
and conditions.

1. The Party of the second part if it desires to avail itself of the
benefits of the consent, permission and authority herein granted,
shall cause the complete construction of said track within one
year from the date hereof, and in the event that it so avails
itself of said grant, permission and authority, then it shall cause
the complete construction of such track within sixty days from
the time it commences working thereon, and within the period of

... above stated, and shall, at no time, in the event, notice of said track, occupy for such purpose, any of the streets above mentioned for any length of time in excess of five days, but in the event that party of the second part is remitted from complying with any of the above conditions by reason of any judgment of any court, said Board of Public Works may extend a reasonable extension of time as to any one of the above provisions.

2. Said track shall not be elevated above, and shall be constructed and maintained so as to, at all times conform with the established grade of the street hereinbefore named, as such grade shall, from time to time, exist, and in such manner as to in now way be an impediment to the ordinary proper use thereof for all purposes by the public in passing along, upon and across said track, at any point thereof. Said track and the rails thereof shall conform with the grades of the streets now established or to be established hereafter by said city, and subject at all times, to be taken up and relaid by said second party, at its own expense, for the purpose of regrading, paving, repairing or repairing such streets, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes or for any public improvement. And in case it becomes necessary, in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated or in case said track shall not conform with the grade of said streets as above provided, said Board shall notify said party of the second part, that it is in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said street as the case may be, and said party of the second part shall take up said track for such purpose within such time and for such length of time as the said Board may, in said notice, require, in case such notice is as to grade of such street, and upon the failure of second party as to do said Board of Public Works shall have the right to take up such track, to make such improvements or repairs or to make such track conform to such grade and at the costs thereof to said second party, and in case said

second party shall fail to pay such costs or damages within thirty days from the time said Board shall have rendered a bill therefor the said City shall have a right of action to recover cost or expense against said second party together with a reasonable attorney fee with the discretion of

3. If in the construction of said track it shall become necessary to change the now existing grade of such street, in order to leave said track of the same grade of the other tracks of said second party and in so doing it shall become necessary to change the grade of any part or parts of the remainder of such street or the adjacent streets, then said party of the second part shall at its own expense under the plans and specifications of the Civil Engineer of the first party, and under the direction and direction of the Board of Public Works name the engineer of said street to be properly graded so as to conform to such grade.

And the party of the second part agree to keep all parts of said street crossed by the right of way of said party in a proper and sufficient state of repair at all times at its own expense and in a manner that the Board of Public Works of said City may from time to time order.

4. In addition to the construction of said road and the re-laying of said existing tracks, the party of the second part shall place that part of said street crossed by the right of way in a first class and sufficient state of repair, of the kind of materials now used thereon, laying under the rails of said tracks a six inch concrete foundation, and in accordance with plans and specifications thereto of the Civil Engineer of said first party, and to the satisfaction and under the direction of said Board.

4. That the said party of the second part shall not at any time load or unload or cause or permit to be loaded or unloaded cars, or leave the same stand on the street mentioned in this contract at any time whatever without the written permission of the Board of Public Works, and shall not at any time operate its trains over and across said street so as to interfere with the free use of the same by the public, and shall in the operation of its trains over and across said street conform to all the ordinances of the party of the first part now in operation or which may hereafter be passed by the Council of said City in relation to the running and operation of steam railroads within said City.

5. Party of the second part shall so construct and maintain its track in such manner as to not, in any way interfere with the drainage of the surface water on the street herein mentioned, and shall, when constructing said tracks over and across said street, do the same under the directions of the said Board of Public Works.

6. Party of the second part further agrees and binds itself to keep and hold said city free and harmless from any and all liability from any and all damages that may accrue to any person, persons, or property, on account of any injury to their person or property growing out of the construction, maintenance or operation of said track or the operation of any cars thereon, by any person or corporation, and in case suit shall be filed against said party on account thereof, said party of the second part upon notice to it by said city, shall defend said action at its own expense, and in the event judgment be rendered in said action against said city, the party of the second part shall pay such judgment with all costs, and hold the city harmless therefrom. And said second party shall execute to the party of the first part a bond with sufficient surety to be approved by said Board of Public Works, payable to said city, in the sum of Ten Thousand Dollars, conditioned for the faithful performance by said second party of all the conditions and provisions contained in this contract to be performed on its part, and will from time to time, whenever desired by said Board of Public Works renew said bond.

7. It is further agreed that if said second party fails to comply with and perform any of the provisions of section 1, 3, 4, 5, 6, of this contract, the consent, permission and authority herein granted shall at once terminate, and second party shall forfeit all rights herein, and shall cause the removal, at its expense, of said track, and place said street in as good and safe condition for travel, and of the same material, as the remainder thereof.

8. This contract shall not in any manner enter into or affect the question of the elevation of the tracks of the second party, and all or any laws that may now or hereafter provide in the manner of or effect the elevation of the now existing tracks of the party of the second part

shall apply to and affect the track to be constructed under
this contract.

9. It is further understood and agreed that this contract
and the provisions thereof shall be binding upon the suc-
cessors and assigns of the party of the second part.

Witness on, hands and seals it, day and year above
written, witness

City of Fort Wayne
By E. J. Larrison
Treasurer
Jesse Brown
Treasurer

New York, Chicago & St Louis.
W. A. Blair
Dr. Darrow.

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne, that the contract entered into by and between
the City of Fort Wayne by and through its Board of Public
Works, and The New York, Chicago & St Louis Railroad Company
on the 28th day of May 1907, relative to the construction,
maintenance and operation of an additional steam railroad
track across Harrison Street in said city as fully
set forth in the preamble hereto, be and the same is hereby
in all things ratified, confirmed and adopted.

Section 2. That this ordinance shall be in full force and take
effect on and after its passage and whenever by the Mayor

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 11th day of June 1907.

We hereby certify, that the Common Council of the City
of Fort Wayne Indiana, at a regular meeting held on
the 11th day of June 1907, by a majority vote of all
the members of the council, did pass and adopt.

and known as General Ordinance No. 326.

J. H. Schubert
Presented

J. Frank Mungman

Presented to the Mayor for approval on the 17th day of June

J. Frank Mungman

Approved and signed 25th day of June 1900

J. Frank Mungman

General Ordinance No. 327

An ordinance regulating the stringing of electric and other wires in the City of Fort Wayne and providing a penalty for its violation.

See 1.: Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person while engaged in the stringing from pole to pole of electric or other wires to enter upon the roof or roofs of any building or buildings within the City of Fort Wayne without first procuring from the owner or occupant of such building permission and authority in writing so to do.

See 2.: That it shall be unlawful for any person, company or corporation to cause permit or allow any of its employes while engaged in the stringing of electric or other wires from pole to pole to enter upon the roof or roofs of any building or buildings within the City of Fort Wayne without first obtaining from the owner or occupant of such building or buildings permission in writing so to do.

See 3.: That any person or persons, company or corporation violating any of the provisions of this ordinance shall be fined in any sum not exceeding \$100.00.

See 4. This ordinance shall be in full force and take effect from and after its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 25th day of June 1907.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 25th day of June 1907 by a majority vote of all the members elected did pass the ordinance herein attached and known as General Ordinance No 327.

H. C. Schreier
President

J. Frank Munger
City Clerk

Presented to the Mayor of approval on the 28th day of June 1907

J. Frank Mungerman

Approved this 6th day of July 1907

J. W. D. Tracy
Mayor

S. T. Ladd
Treasurer

An ordinance is hereby enacted by the City of Fort Wayne and entered into on the 11th day of June 1907, by and between the City of Fort Wayne by and through its Board of Public Works and The Fort Wayne Forest Park Company as amended on June 25th 1907.

Whereas, heretofore on the 11th day of June 1907, The City of Fort Wayne by and through its Board of Public Works entered into a contract with the Fort Wayne Forest Park Company, providing for the laying down by said City of water main extension in Forest Park Addition to the City of Fort Wayne, and providing for the method of payment therefor, which contract is in the following words and figures:

"An agreement made this 11th day of June 1907, by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part, and The Fort Wayne Forest Park Company, party of the second part; witnesseth,

Whereas, said party of the second part is the proprietor of an addition recently laid out by it and designated as Forest Park Addition to the City of Fort Wayne, a plat of which was recently approved by said Board of Public Works and it is desired by the party of the second part to reinforce said addition by extending the water main of said City from where the same are now located in Lakeside Park Addition to and through said Forest Park Addition; and

Whereas said party of the first part cannot, at this time, construct such extension to said water works system, it being desirous of using the funds of said system for other and different improvements at this time; therefore,

It is agreed that the party of the first part shall extend its said water works system by laying down a water main from a point in Lake Avenue to be designated by said first party, thence east on said Lake Avenue to California Avenue, thence north on California Avenue to Groswood Avenue, thence west on Groswood Avenue to Grand Avenue, where said main shall be connected with the main now situated in said Grand Avenue, provided said second party shall deposit before such construction is commenced, and at such time as said first party and second party shall ascertain the cost of such extension, with said

Board of Public Works, an amount of money equal to the ascertained costs of such construction, and said part of the first bond shall use the money so deposited for the purpose of making and in paying for the construction of such extension.

All the materials used in such extension shall be in the custody of the party of the second part until the same is taken over by the said Party of the first part on the following terms:

until said Party of the first part shall repay the second party as hereinafter provided, the amount so deposited by it for the extension of said work; and first party shall collect and pay over to second party all money collected from consumers along the line so constructed, and at any time said city desires to become owner of said extended line it may do so at its option, by paying to the second party the amount so deposited by second party, less the aggregate amount that may be turned and paid over to second party on account of the collection of money from consumers as above provided, If first party elects to buy said extended line and pay therefor as above stated within two years from the date of completion of said main, then such money so deposited shall bear no interest, but if it desires to buy the same after the expiration of such two years, then it shall pay in addition to the amount so deposited, interest thereon at the rate of three and one half per cent (3 1/2%) per annum from the expiration of said two years, less the amount so turned over to second party on account of collections from such consumers. It is further understood that, in the event that said city does not within said two years take over and buy said extended line as above provided, or buy the same after that time as above provided than said line shall remain the property of said second party until such time as the money paid over to it on account of such collections from said consumers shall equal the amount of the deposit so made by second party, with three and one half per cent. interest after the expiration of said two years, but during all of which time said first party shall have the free use of the hydrants on said line for the use of its fire department and for all other public uses that it may desire, and without any charge therefor.

The amount to be so deposited by said second party shall be as above stated the actual amount of making and laying said main as above stated, but the amount to be repaid by said city to the party of the second part for such main shall be on the

to six or Sixty-one Dollars and fifteen cents (\$31.50) for each
ton of main or first, and two and three fourths (2 3/4) cents for
second for all tanks not to pay more in the construction of
said main, and in the event that the costs of such special or
of such mains shall exceed said amount the excess over
and above the same shall be paid by the party of the second part
and not obtain to it by said city.

Article 4. It is further agreed between the parties hereto that the
main or extension to be constructed under this contract shall
be at all times from the time of construction, under the control
and management of the party of the first part and all rules
of the department of Public Works, and all ordinances of the
City of Fort Wayne in connection with said Water Works System
shall apply to the extension made hereunder, and all the
actions of said party of the first part in the consumption of water
shall be subject to all the rules of the Water Works Department
of said City, and such rules shall be as effective upon said
actions the same as upon other patrons and consumers in
other parts of said City, in other words said City shall exercise
the same rights and powers over said extension and said
consumers as is exercised by said City over all other consumers
and water mains in said City, and the party of the second part
shall have no power or control as to these matters over said
main or consumers.

This contract shall be binding and effective upon the successors
and assigns of the party of the second part to the same extent and
in the same manner as it is upon the party of the second

Witness our hands and seals

The City of Fort Wayne

By E. J. Lemmon

Henry Schwartz

Jesse Broome

Board of Public Works

Attest

Julian F. Franke
Clerk

The Fort Wayne Forest Park Co

By W. J. Bressey

Its President

Louis F. Cervantes

Its Secy.

Sec. 1.: Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofor on the 17th day of June 1907, entered into, by and between the City of Fort Wayne by and through its Board of Public Works, and the Fort Wayne Forest Park Company as fully set forth in the foregoing contract, be and the same is hereby in all things confirmed ratified and approved.

Sec. 2.: That this ordinance be in full force and take effect from and after its passage and enforcement by the Mayor.

Approved June 28, 1907.

I have at the Council Chamber in the City of Fort Wayne Indiana,
on the 28th day of June 1907,

The hereby certif. That the Common Council of the City of Fort Wayne Indiana at a regular & session held on the 20th day of June 1907, by a majority vote of all the members elected thereon,
the ordinance hereto attached and known as
General Ordinance No 328.

H. C. Schreier
President

Frank Manganaro
City Clerk

Presented to the Mayor for signature on the 28th day of June 1907

Frank Manganaro
City Clerk

Aftersigned this 28th day of June 1907

General Ordinance No 329

J. S. Johnson
T. M. Johnson
*Introduction to
the Board of Public Safety*
An ordinance authorizing the appointment by the
Board of Public Safety of additional special
Sanitary Policemen and fixing their salary as amended
July 9th 1907

Sec. 1. Be it ordained by the Common Council of the City of
Fort Wayne that the Board of Public Safety be and they
are hereby given the power and authority to appoint
one additional special sanitary policeman to execute the
orders of the Board of Public Health and Charities
and a special policeman to be nominated by the Board
of Public Health and Charities, and to receive a salary
at the rate of sixty dollars (\$60⁰⁰) per month.

Sec. 2. That this ordinance to be in full force and effect
from and after its passage and approval by the Mayor

Marion B. Johnson

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 9th day of July, 1907

We hereby certify, that the Common Council of the City of
Fort Wayne Indiana at a regular meeting held on the 9th
day of July 1907, by a majority vote of all the members elect
did pass the ordinance herein attached and known as
General Ordinance No 329.

A. C. Johnson
President

F. Frank Munyan
City Clerk

Presented to the Mayor for approval on the 12th day of
July 1907

F. Frank Munyan
City Clerk

Approved this 22nd day of July 1907

Wm. J. Rosey
Mayor

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General Ordinance No. 330.

Introduced by An ordinance approving and ratifying the contract entered
R.H. Garrison into on the 27th day of June 1907 by and between the City of
Fort Wayne, Indiana, and the Fort Wayne Board of Public Works and
Fort Wayne Electric Works.

This was the City of Fort Wayne to and through its Board of Public
Works on the 27th day of June 1907, entered into a contract with
Fort Wayne Electric Works of Fort Wayne, Indiana, relating to the
construction of said Fort Wayne Electric Works of certain sections
of the Municipal Electric Light and Power Plant of said City,
which contract is in the following words:

This agreement made and entered into this 27th day of
June 1907 by and between the City of Fort Wayne, to and through,
its Board of Public Works, herein called "the Board", and Fort Wayne
Electric Works of Fort Wayne, Indiana, a corporation, herein called
the "Contractor".

For and in consideration of the sum of twenty five thousand dollars
and one hundred and ten dollars, and in consideration of the
material and labor and to construct the said Board
certain portions of the Municipal Electric Light and Power Plant,
described in sections three, four, seven, eight and ten of the
official specifications of said Board for the construction of said
Municipal Electric Light and Power Plant, all of said
materials and labor to be of the first, and said portions of
said Municipal Electric Light and Power Plant to be constructed
in the manner described in, and in accordance with the
several conditions and said sections three, four, seven, eight
and ten of said official specifications for the construction of
said Light and Power Plant, as well as in accordance with the
official plans for the construction of the same, reference to all
of which plans and specifications is hereby made as a part
hereof, and the provisions of the same are hereby made parts
of this contract and binding upon the parties hereto, the same
as if fully repeated herein, and all of which plans and
specifications were incorporated by said Board, and are on file
in its office.

It is further agreed between the parties hereto that all the
bids for the doing of said work, and the furnishing

materials made by said Contractor, not in conflict with said plans and specifications; and hereby make Bids of this agreement the same as if copied in full herein, which said bids are on file in the Office of said Board, as provided by and under the said specifications, Plans and bids, machinery apparatus, appliances, and materials are adopted, and the particular civil sections made, as particularly set forth hereinbelow under the various sections.

Section I.

Two 500 H.P. General Electric Company Curtis Turbine Generators are adopted with the accessories required therewith to constitute the complete installation and equipment of said turbine generators and accessories. There shall be furnished the two 25 Kilowatt. Turbo-Exciters, accessories, attachments and installation complete. The Speed guaranteed, performance and detail construction of said Turbine Generators and Turbo-Exciters to be the same as stated in said bids.

Section II.

The condenser and Condenser Equipment shall be furnished a erected complete as per the specifications and plans. The Allenger or Worthington Surface Condensers and Equipment are adopted.

Sections Seven and Eight,

The work under these sections to be completed in accordance with the specifications.

The General Electric Company 750 ampere type of Lamp and the stagion Regulating Transformer for the same, and the Arc Lamp Circuits, shall be furnished. Duct Lamps, Transformers, Rectifiers tubes and Devices shall be guaranteed of the latest adopted kind and type to time of furnishing the same, and oil submerged Rectifier tubes shall be furnished if same shall be demanded in the plans.

There shall be furnished hereunder seven 75 Lamp Transformers and six 75 Light Constant Current Control Panels, and all apparatus and appliances therewith, as above described.

The number of lamps shall be four hundred and forty as specified, including Absolut-lexi light.

The Arc Lamp system herein described and adopted is further known as the "4 ampere Series Lummon Arc System". It is further agreed between the parties hereto that in consideration of the execution of this agreement the said Board shall and the

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are hereby given, she right and option to order in the future, and
she Contractor to be answerable to her side, if a - \$ 10,000 additional
to \$ 100,000 for expenses and other additional to \$ 100,000 for total
Contract Cost, and with all the allowances or it
allowances created thereby with such day all bills, estimates, notes
and labor, and for materials and estimates, and remuneration complete
in the same manner as used to conform with original work and
materials herein above described, for the establishment sum of One
hundred thousand dollars less a deduction of \$ 1000.00 (\$33,800)
as is to be paid to said General Contractor in money and materials
labor and work done and performed by the execution of the same
Dection Term.

118 The work and material to be used in accordance with said
Plan and Specifications.

119 In the account, shall in all other respects than above specified,
be insisted, all the work, labor and materials specified in this contract
shall be as above stated to be used and furnished in good time and
and as described in said Plans and Specifications.

120 It is further agreed by said Contractor that all statements contained
in said bids as to the number of stones and work, or otherwise,
conflict with said Plans and Specifications, and any and all
reservations contained in said bid, regarding other than to the
complete performance of certain parts of this present order, shall not
in any manner enter into and become a part of this contract,
and any and all claims of said Contractor of amounts growing
out of any such statements or reservations, are hereby by said
Contractor waived.

121 It is agreed that work on this order, not less than \$ 1000.
be commenced as soon as the workmen labor & equipment required
for this contract at said Laramie River Plant is completed to such
an extent as to allow the first delivery of the work herein called
for, and shall be completed and delivered as soon as the after
as practical, but not later than the 1st day of March 1908, and
said contractor shall not be rated above 400 men ^{each} per month, &
or to furnish said materials to him six months, after the date of his
contract. But it is understood, that all said work and
materials shall be furnished and delivered to said 1st day of
March 1908, acts of Providence, and matter over which said
Contractor has no control, excepted, as provided in said
General Specifications. Said Contractor shall within ten days after
the execution of this contract, or later approved by the Executive
Council of said City, execute to said Board a bond as provided in
said General Specifications.

And it is agreed by said Board that for and in consideration

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for furnishing of said materials and the completion of said work that it will pay to said Contractor the sum of Seventy thousand five hundred and eighty and eighty-one hundredths Dollars (\$70,580.80) in the manner and in accordance with the "Terms of Payment" provided for in said general specifications
Witness our hands and seals the day and year first
shown written.

Attest

R. H. Harris

Clerk

The City of Fort Wayne

By W. J. Morrison

The Common Council

Asst. Procur.

Bureau of Public Works

Fort Wayne Electric Works

By F. T. Hunting

Its Engineer.

Fort Wayne Electric Works

Sections 3 and 4 and 5 as per bids

\$ 48,150.00

55,692.00

" 7 and 8 as per bids

2,538.80

" 10 as per bid

\$ 76,380.80

5,800.00

Deduct Section 5

Contract Price

Additional equipment as per agreement

F. T. H.

\$ 70,580.80

3,318.00

\$ 70,898.80

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto for entered into on the 27th day of June 1907, by and between the City of Fort Wayne by and through its Board of Public Works, and Fort Wayne Electric Works of Fort Wayne, Indiana, relative to the construction by said Fort Wayne Electric Works of certain portions of the contemplated Electric Light and Power Plant of said City as fully set forth in the foregoing contracts, be and the same is hereby in all things ratified, approved and confirmed.

Section 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

R. H. Harris

one of the General Managers in the City of Calcutta, India,
on the 16th day of July 1907.

The General Manager of the American Comptoir of the City of Calcutta
India do at a special meeting held on the 16th day of July 1907
in a majority of all the members elected did pass the ordinance
Resolving all the said members as follows: Article No. 330

N. C. Chawla
President

Frank Mungarau
Vice President

Presented to the Manager in duplicate on the 17th day of July 1907

Frank Mungarau
July 17th

Afterwards this 23rd day of July 1907

F. M. M.

L. S. v. Or. No. 331

In witness whereof the City of Fort Wayne and Mollering Construction Co., on the 28th day of June 1907, Providing for the construction of a dam on Spy Run,

I have hereunto affixed my signature on the 28th day of June 1907 the City of Fort Wayne by and through its Board of Public Works, entered into a contract with Mollering Construction Co., providing for the construction to Mollering Construction Co., of a dam in connection with the Municipal Electric Light and Power Plant to be constructed by said City, which contract is in the following words:

This agreement made and entered into this 28th day of June 1907 by and between the City of Fort Wayne by and through its Board of Public Works, partie of the first part, and Mollering Construction Co. of Fort Wayne Indiana, partie of the second part.

That for and in consideration of the payment by the party of the first part to the party of the second part, of the sum of money hereinafter referred to, the party of the second part agrees, and hereby binds itself, to furnish all the materials and labor, and to construct, for said Board, a concrete dam in Spy Run in the City of Fort Wayne, being that portion of the Municipal Electric Light and Power Plant to be constructed by said City of Fort Wayne, described in section twalet of the official specifications of said party of the first part, for the construction of said Municipal Electric Light and Power Plant, all of said materials and labor to be of the kind, and said Board of said Municipal Electric Light and Power Plant, namely said dam, to be constructed in the manner described in, and in accordance with the general conditions and said section twalet of said official specifications for the construction of said Light and Power Plant, as well as in accordance with the official plans for the construction of the same referred to all of which plans and specifications, are hereby made, as a part hereof, and the provisions of the same are hereby made parts of this contract, and binding upon the parties hereto the same as if fully contained herein and all of which plans and specifications are on file in the office of said Board.

In case the party of the first part desires to avail itself of

one of the options contained in said section, twelve cubic yards
of concrete "Special," and any additional or extra quantity
of concrete is made necessary thereby, or any less quantity is
taken account of such concrete, the party of the first part shall,
if such extra concrete is required, pay for the same at the
rate of six dollars (\$6.00) per cubic yard, and if any
less quantity of concrete is required by the exercise of such option
in the next section of said plan than is used to execute the
construction thereof, the party of the first part shall not be liable
to the party of the second part for any extra cost of such
construction, and the party of the first part shall be entitled
to a deduction from the price to him paid, estimated in
the rate of six dollars (\$6.00) per cubic yard for each cubic yard
exceeded by the amount.

It is further agreed between the parties hereto that the bid of the
party of the second part for the laying of asphalt, and the resurfacing
of said streets, and in relation thereto, and its execution,
is limited to one-half of this agreement, the same as is referred in
full herein, which are filed in the office of the City and
of Public Works.

It is further agreed by the party of the second part, that all
statements contained in said bid, as to the number of hours
and work, as now in our first, the 21st day of September
and any and all reservations contained in said bid relating
other than for the complete performance of said work by the party
of the second part, shall not in any manner enter into or become
a part of this contract, and any and all claims of the party
of the second part of any rights growing out of any such statements
or reservations, are hereby by said party waived.

The work in this contract specified, and the materials to
be furnished hereunder shall be completed and delivered
within six months from the date hereof.

Party of the second part hereby agrees that it will within ten
days after the execution of this contract and its approval by the
Common Council of said city execute a bond as provided in
said section.

It is agreed by said party of the first part that for and in
consideration of the furnishing of said material and the performance
of said work, that it will pay to the party of the second part the
sum of Twelve hundred thirty-eight Dollars and forty cents
(\$1238⁴⁰) in the manner, and in accordance with the "terms
of payment" provided for in said general specifications.

Witness our hands and seals the day and year first above
written.

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S
T.

Allen
H. Lester
Clark

To the City of Fort Wayne
By C. J. Lennion
Genl. Secretary
Jesse Brosius
Board of Public Works

Mollering Construction Co.
By C. H. Mollering
Its President

Mollering Construction Company

Section 12 as per bid

Sec. 1: Be it ordained by the Common Council of the City of Fort Wayne that the contract hereto附 on the 28th day of June 1907 entered into by and between the City of Fort Wayne Board through its Board of Public Works, and Mollering Construction Co., in regard to the construction by said Mollering Construction Co. of a claim in connection with the Municipal Electric Light and Power Plant as fully set forth in the honorable contract, and the same is hereby in all things ratified and approved.

Sec. 2: That this ordinance be in full force and effect from and after its passage and approval by the Mayor

July 16, 1907

Done at the Council Chamber in the City of Fort Wayne Indiana on the 16th day of July,

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 16th day of July 1907, by a majority vote of all the members elect did pass the ordinance herein-to-attached, and known as General Ordinance No 331

H. C. Schwier
President

J. Frank Mungerman
City Clerk

Presented to the Mayor for approval on the 22nd day of July 1907
J. Frank Mungerman
City Clerk

Approved this 23rd day of July 1907
John S. Gandy
City Clerk

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J^l 1887 Ordinance No. 32

Introduced to the ordinance ratifying and approving a contract entered into between the City of Fort Wayne and Allis Chalmers Custodis Chimney Construction Co., on June 28th, 1907.

Whereas it is to fore on the 28th day of June 1907 the City of Fort Wayne by and through its Board of Public Works entered into a contract with Allis Chalmers Custodis Chimney Construction Co., providing for the construction to said company of a chimney or stack in connection with the Municipal Electric Light and Power Plant to be constructed by said City, where a contract was then made;

This document is made and entered into this 28th day of June 1907 between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and Allis Chalmers Custodis Chimney Construction Co. of Chicago Illinois, party of the second part, witnesseth,

That for and in consideration of the payment by the Board of Public Works to the party of the second part, of the sum of money hereinafter set out, the party of the second part agrees, and binds itself to furnish and construct for said city a Radical Brick Chimney or Stack, being a portion of the Municipal Electric Light and Power Plant to be constructed by said City of Fort Wayne, described in section two of the official specifications of said party of the first part for the construction of said Municipal Electric Light and Power Plant, all of said materials and labor to be of the best, and said party of said Municipal Electric Light and Power Plant, namely said chimney or stack, to be constructed in the manner described in and in accordance with the general conditions and said section two of said official specifications for the construction of said Light and Power Plant, as well as in accordance with the official plans for the construction of the same, and the specifications and plans number 3226, and bid "A" filed with the said Board of Public Works by the party of the second part reference to all of which plans and specifications are hereby made a part hereof, and the provisions of the same are hereby made parts of this contract and binding upon the parties hereto the same as if fully copied herein, and all of which plans and specifications are on file in the office of said Board of Public Works.

The party of the second part having filed bids on several sizes

stacks or chimneys, leaving it to said party to determine which would be adopted by it, the party of the first part hereby adopts the larger chimney of 160 feet in height and 6 feet 6 inches in diameter, as described in bid "A" and plan No 3226, of the books of the second part.

It is further agreed between the parties hereto that the bid of the party of the second part for the doing of said work, as well as specification, detail, plans and plans filed with said bid, shall conflict with the official plans and specifications so proposed by said party of the first part are hereby made parts of this agreement, the same as if copied in full herein, which said bids, plans, etc., are on file in the office of said Board of Public Works.

It is further agreed by the party of the second part that all statements contained in said bid as to the manner of doing said work are in conflict with said specifications, and any and all reservations contained in said bid providing other than for the complete performance of said work by the party of the second part shall not in any manner enter into or become a part of this contract, and any and all claims of the party of the second part of any rights growing out of any such statements or reservations, are hereby by said party waived.

Said chimney or stack, and all work in this contract described, and the materials to be furnished hereunder, shall be completed and furnished within ninety days from the time the party of the first part shall notify the party of the second part in writing, that the location for said chimney or stack has been fixed by said Board of Public Works, and the premises are ready for the commencement of said work by the party of the second part.

Party of the second part hereby agrees that it will within ten days after the execution of this contract, and its approval by the Common Council of said city, execute a bond as provided in said general specifications.

It is agreed by said party of the first part that for and in consideration of the furnishing of said material and the performance of said work, that it will pay to the party of the second part the sum of Four thousand four hundred Dollars (\$4400⁰⁰) in the manner, and in accordance with the "Terms of Payment" provided for in said general specifications.

Witness our hands and seals the day and year first above written,

Attest
H.W. Becker
(Seal)

The City of Fort Wayne
By Ed. L. Jones
Treas. City of
Indiana
Board of Public Works

Alphonse Custodis Chimney Construction Co.
By Henry F. Thompson
The District Clerk

Section 1: Be it ordained by the Common Council of the City of Fort Wayne that the contract hereinafter entered into by and between the City of Fort Wayne by and through its Board of Public Works on the 28th day of June 1907, and the Alphonse Custodis Construction Co., providing for the construction by said company of a chimney or stack on the Municipal Electric Light and Power Plant to be erected by said City, as follows, set forth in this ordinance to be and the same is hereby in all things, ratified and approved.

Section 2: That this ordinance, be in full force and take effect from and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 16th day of July 1907

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana at a special meeting held on the 16th day of July 1907 by a majority vote of all the members elect did pass the ordinance hereinbefore attached and known as General Ordinance No 332

N.L. Schreier
President

J. Frank D. Mengarini
City Clerk

Presented to the Mayor for approval on the 22nd day of July 1907

J. Frank D. Mengarini,
City Clerk

Approved this 23rd day of July 1907

Decem. 1 Ordinances No. 333

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and P. K. Engineering Company on the 28th day of June 1907, providing for the construction of certain parts of the Municipal Electric Light and Power Plant.

Whereas, heretofore on the 28th day of June 1907, the City of Fort Wayne by and through its Board of Public Works, entered into a contract with the P. K. Engineering Company of St Louis Missouri, providing for the construction by said P. K. Engineering Company for the construction of certain parts of the Municipal Electric Light and Power Plant to be constructed by said City, which contract is in the following:

The agreement made and entered into this 28th day of June 1907, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, for convenience herein after referred to as the "Board"; and P. K. Engineering Company of St Louis Mo., party of the second part, for convenience herein after called the "Contractor"; witnesseth,

That for and in consideration of the payment by the said Board to said Contractor of the sum of money herein after referred to, said Contractor agrees, and hereby binds itself, to furnish all the materials and labor, and to construct for the said Board certain portions of the Municipal Electric Light and Power Plant, described in section one and five of the official specifications of said Board for the construction of said Municipal Electric Light and Power Plant, all of said materials and labor to be of the kind, and said portions of said Municipal Electric Light and Power Plant, to be constructed in the manner described in, and in accordance with the general conditions and said sections one and five of said official specifications for the construction of said Light and Power Plant, as well as in accordance with the official plans for the construction of the same, reference to all of which plans and specifications is hereby made as a part hereof, and the provisions of the same are hereby made parts of this contract, and binding upon the parties hereto, the same as if fully copied herein and all of which, plans and specifications are on file in

the office of said Board.

It is further agreed between the Board, to pay all the bills, for doing of said work, and the free issuing of said material made by said Contractor, not in conflict with the Standard specifications in a heavy made book of this agreement, the same as if contained in full herein, which said bills are to file, in the office of said Board.

It is provided by and under said specifications, that all tools, machinery, apparatus, appliances and materials are to be built, and designations and selections made, as particularly set forth herein below under the various sections.

Section one

Three Benson Boilers of 350 horse power each, are hereby adopted, as provided in said specifications.

108 steel bushing is hereby adopted as provided in said specifications, to be provided for the connection of a fourth boiler in future, and to be 78 inches in diameter from the point of fourth connection to the stoker.

The said boilers shall be set two in one building and one alone, at location as may be directed by the engineer, after the dimensions shall be furnished by the contractor.

The Board shall have the right hereunder, and is hereby given such right, to have installed by said Contractor in connection with said Boilers, Romney Stokers complete, as provided in said bid, at an additional cost of Two Thousand four hundred and Ninety Dollars (\$2490⁰⁰) or other type of stokers at the cost thereof; less (\$750⁰⁰) which is included in the contract price for the grates adopted under this contract, provided said stokers be ordered within forty five days from the time this contract is ratified by the Common Council of said City.

In event stokers are not ordered the boilers shall be set at a height to be agreed on, or if desired by the engineer determined by him so that stokers may be readily installed in the future.

In the event stokers are not installed the grates shall be either the McCleay, Sharpe Improved, Modoc or Martin dumping and rocking grates, as may hereafter be accepted by the engineer.

Section five

The work to be performed, and the materials to be furnished under section five of said specifications, shall be furnished and completed as described in, and in accordance with, said plans and specifications.

The Boiler Feed Pumps shall be of make to be hereafter designated by the Engineer in charge of said work, and to his approval.

The Feed Water Heater shall be Cochrane or Hopper.

Sebarators, shall be Cochran or such other make as shall be designated and approved by said Engineer.

Traps shall be McDaniels or as good traps of some other make to be designated and approved by said Engineer.

2 1/2 inch section pipes from Reservoir in said City to the Condenser Circulating Pumps shall be cast iron.

The work under this section (Section five) is on the basis of the main specifications relating to Steam Plant, Turbines etc. as have been adopted by said Board, as shown by other contracts relating to the performance of work on said Electric Light and Power Plant.

It is further agreed that in all other respects not above specifically described, all the work, labor and materials referred to in this contract shall be as above stated furnished and performed in accordance with, and as described in said plans and specifications.

It is further agreed by said Contractor that all statements contained in said bids as to the manner of doing said work as are in conflict with said plans and specifications, and any and all reservations contained in said bids providing other standards for the complete performance of said work by said contractor, shall not in any manner enter into or become a part of this contract, and any and all claims of said Contractor of any rights growing out of any such statements or reservations are hereby, by said Contractor waived.

The work provided for in this contract to be performed in accordance with section one of said specifications, and the Materials necessarily furnished in the doing of such work as herein provided, shall be commenced and furnished as early as possible, and as set forth specifically in said specifications and shall be prosecuted with diligence, and completed without delay as particularly mentioned in said specifications, and not later than February 1st 1908.

And the work to be performed and materials to be furnished under section five of said specifications, as provided in this contract shall be furnished and completed not later than the 1st day of March 1908, and in the manner provided in said general condition of said official specifications.

It is agreed by said Board that for and in consideration of the furnishing of said material, and the completion of said work, that it will pay to said Contractor the sum of Nineteen Thousand two hundred and forty Dollars (\$19,240.00) in the manner and in accordance with the terms of payment provided

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for me and general specifications

Part of the second part hereby agrees that it will within ten days after the execution of this contract and its approval by the Common Council of said City execute a bond as provided in said general specifications.

Witness our hands and seals the day and year first above written.

Attest

A. H. Becker

Clerk,

The City of Fort Wayne

By E. D. Lemon

Henry Schwartz

James Morris

Treas. of Public Works

P.R. Engineering Co.

By Nathan "Co."

P.R. Engineering Company

Section 1.: (350 H.P. Boilers) per bid	\$ 12,535.00
Breeching as per bids	800.00
Dumping and Rocking Grates as per bid	750.00
Section 5.: as per bids	5,135.00

Sec. 1.: Be it ordained by the Common Council of the City of Fort Wayne that the contract hereto for entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and P.R. Engineering Company of St Louis Mo. providing for the construction of said P.R. Engineering Company of certain portions of the Municipal Electric Light and Power Plant to be constructed by said City as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Section 2.: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Wm. C. ...

Is at the Council Chamber in the City of Fort Wayne
Indiana on the 16th day of ..

We do hereby certify, that the Common Council of the City of
Fort Wayne Indiana at a special meeting held on the 16th day
of July 1907, by a majority vote of all the members elected did
pass the ordinance herewith attached and known as
General Order No. 773.

H. C. Johnson
President

Frank Mungavan
City Clerk

Presented to the Mayor for approval on the 22nd day of
July 1907

Frank Mungavan
City Clerk

Copies made this 23rd day of July 1907

H. C. Johnson
President

General Ordinance No. 73.

Notwithstanding the above, ratifying and approving a contract entered into by and between the City of Fort Wayne and the McBride Electrical Company, on the 28th day of June 1907, relative to the construction of certain parts of the Municipal Electric Light and Power Plant.

Whereas contracts for on the 28th day of June 1907 the city of Fort Wayne by and through its Board of Public Works entered a contract with the McBride Electric Company (Incorporated) of St Paul Minnesota providing for the construction of certain portions of the Municipal Electric Light and Power Plant for said city which contract is in the following:

This agreement made and entered into this 28th day of June 1907 by and between the City of Fort Wayne, by and through its Board of Public Works party of the first part, for convenience herein after referred to as the "Board" and the McBride Electric Company (Incorporated), of St Paul Minnesota, party of the second part, for convenience, herein after called the "Contractor".

That for and in consideration of the payment by the said Board to said Contractor of the sum of money herein after referred to, said Contractor agrees and hereby binds itself to furnish all the materials and labor, and to construct for the said Board certain portions of the Municipal Electric Light and Power Plant referred to, covered by and described in Sections nine and eleven of the official specifications of said Board for the construction of said Municipal Electric Light and Power Plant, all of said materials and labor to be of the kind, and said portions of said Municipal Electric Light and Power Plant to be constructed in the manner described in and in accordance with the general conditions, and Sections nine and eleven, of said official Specifications for the construction of said Electric Light and Power Plant, as well as in accordance with the official plans for the construction of the same, reference to all of which plans and specifications hereby made as a part hereof, and the provisions of the same are hereby made parts of this contract, and binding upon the parties hereto, the same as if fully copied herein, and all of which plans and specifications are on file in the office of said Board.

It is further agreed between the parties hereto that all the bids for the doing of said work and furnishing of said material

and Contractor, not in conflict with the provisions of
said Plans and specifications are hereby made parts
of this agreement the same as if copied in full herein
which said bills are on file in the office of said Board.

(is fully set by and under the specifications, plans and
bids, the machinery, apparatus, appliances and materials are
adopted and being made and selected made as particular-
ly set forth herein below under the various sections

Sixteen Nine

The work and materials under this section shall be com-
pleted and furnished in accordance with said specifications
and plans.

No 8 wire is adopted for the Arc Lamp Circuits.
The Arc Lamp System known as the "Magnetite" or
"Four Amperes Luminous Arc System", has been adopted
requiring nine circuits, and the work under this section shall
be carried out according to dividing the Arc Lamps into nine
circuits to meet the approval of the Engineers as shown in
and provided by the specifications. Instead of No 6 lead
covered cables for underground work, No 8 lead covered
cables are adopted. This cable shall be single wire cable
on Colborne Street in said city and double cable on
Bury and Clarendon Streets in said city.

The New Fire Alarm and Telephone cable to be furnished
and installed shall be of the Standard quality lead covered
cable for such work, of first-class material and construction.

Instead of the nine "Fancy Poles," mentioned in the bid
the regular iron lamp poles and mast arms shall be
furnished. Special strain insulators are to be used on guys
and first-class appliances for the tallest and best construction
used throughout the work, all mast arms shall be the Cutler
Wind Braced mast arms, with 12 foot over-hang similar
to style 'A' shown in the official plan of the Board.
All Arc Lamp suspensions pulleys shall be Cutler best
arc lamp suspension pulleys.

All the work on telephone poles, lines and conduits shall
be conducted in such a manner as to fully protect the
property of the Home Telephone and Telegraph Company
and in such a manner as may be provided in the contract
now entered into or to be hereafter entered into with said
Home Telephone and Telegraph Company by said city
relation to the manner in which said Company's poles
may be used by said city for the stringing of wires in
connection with such Electric Light and Power Plant.

Said Contractor will not furnish the absolute cut-outs as the same are furnished by another contractor with the exception of
Section E. 1.

The work and materials under this section shall be furnished and completed in the manner described in, and in accordance with the said plans and specifications.

The roof of the Main Power Station shall be a good quality of slate to the approval of the engineer in charge of said work.

Composition roof on coal house to be such as may be required by and to the approval of said Co.

The Contractor agrees to rearrange the floor of Generator Room and rearrange Transformer Room in such manner, and as may in the opinion of said Engineers, be necessary on account of the space that will necessarily be occupied by Turbine Generators, which have been adopted by the Board.

Iron steps are included herein. The weighing scales shall be such as to meet the approval of said Board, and are included in the contract price herein after mentioned, but the Contractor shall not be required to furnish any kind of scales that will entail upon it a cost of more than \$100.00 per annum for each such set of scales.

Stone Coping is hereby adopted as provided in the plans and specifications, Bedford Stone.

The Board shall have the right to substitute tile coping instead of stone of such design as may be required by said Engineer or agreed upon by parties hereto, and to the approval of said Engineer, in which event a reduction of five hundred dollars (\$500) shall be made in price to be paid said Contractor under this agreement.

Samples of brick and especially the outside or face brick for the Power Station shall be submitted to said Board before beginning the work, and the Contractor shall use the brick so decided upon by said Board.

It is agreed that in all other respects on the above specifically and described line of work, labor and materials referred to in this contract, shall be as above stated, furnished and performed in accordance with and as described in said plans and specifications.

It is further agreed by the said Contractor that all statements contained in said bids as to the manner of doing said work as are in conflict with said plans and specifications, and any and all reservations contained in said bids, providing other than for the complete performance of said work by said Contractor, shall not in any manner enter into or become

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part of this contract and any and all claims of said Contractor of any rights growing out of said statements or reservations, are hereby by said Contractor waived.

The work provided for in this contract shall be commenced by said Contractor within thirty days from the execution of the same, and its approval by the Common Council of said City, and said work shall be carried forward diligently and completed without delay and not later than the first day of March 1908.

Said Contractor shall within ten days after the execution of this contract, and its approval by the Common Council of said City execute to said Board a bond as provided in said General Specifications.

It is agreed by the said Board that for and in consideration of the furnishing of said materials and the completion of said work that it will pay to said Contractor the sum of Fifty six thousand and two dollars (\$56,002.00) in this manner and in accordance with the "Terms of Payment" provided for in said General Specifications.

Witness our hands and seals the day and year first above written.

Attest
H. W. Becker
Clark

City of Fort Wayne
By C. J. Lemon
Henry Schwartz
James Brosius
Board of Public Works

McBride Electric Company

By G. N. Berggren
Vice President and General Manager

McBride Electric Company

Section 9, as per bid

\$ 42,000.00

" 11 " " " ~~5,600.00~~

\$ 57,600.00

544.00

50.00

Additional for 9 circuits instead of 6 as determined by the Engineers under the Specifications

Additional for iron steps in Boiler Room

Deductions as per bid and determinations of Engineers:

Regular style iron poles as used on telephone wire, instead of "fancy poles" as bid on \$ 150.00
Absolute cut-outs deducted as per bid \$ 1,000.00
No. 8 leadable instead of No. 6 842.00
Standard quality telephone and fire alarm

Cable instead of special

200.00 ~~2,192.00~~
\$ 56,002.00

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract hereto made on the 28th day of June, 1907, entered into by and between the City of Fort Wayne by and through its Board of Public Works and the McBride Electric Company (incorporated) of St Paul, Minnesota, providing for the construction by said McBride Electric Company for said City of certain parts of the Municipal Electric Light and Power Plant of said City, as fully set forth in the preamble hereto be and the same is hereby in all things ratified confirmed and approved.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the mayor.

Given at the

Done at the Common Chamber in the City of Fort Wayne, Indiana on the 16th day of

I hereby certify that the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 16th day of July 1907, by a majority vote of all the members elected, passed the Ordinance herein attached and known as General Ordinance No 334.

H. C. Schurman
President

J. Frank Mangum
City Clerk

Presented to the Mayor for approval on the 22nd day of July 1907.

J. Frank Mangum
City Clerk

Approved this 23rd day of July 1907

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January Ordinance No. 335

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and the Massillon Iron and Steel Company, on the 16th day of July 1907, for the purchase, by said City from said Company of Iron pipe and castings for the Water Works Department of said City.

Whereas, hereto for on the 16th day of July 1907, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Massillon Iron and Steel Company, for the purchasing by said City of cast iron pipe and special castings, for use in the Water Works Department of said City, which contract is in the following words and figures:

This Agreement made and entered into this 16th day of July 1907, by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part, and the Massillon Iron and Steel Company, party of the second part, witnesseth,

The party of the first part agrees and hereby binds itself to buy, and the party of the second part hereby agrees to sell and deliver to the party of the first part, the cast iron pipe and special castings herein after specified, for the price and in accordance with the terms and conditions, specified below. The delivery of some or of such cast iron pipe and special castings to be subject to interruption by reason of strikes, unavoidable accidents at the foundry and delay in transit, not caused by the party of the second part, and for which it is not responsible.

The pipe and special castings hereby purchased shall be of the quantity, quality, weight and price as follows.

Quantity, Weight and Price
Unit Pipe:

Ten thousand feet of six inch cast iron pipe, of the kind herein after described to weigh at least thirty-four pounds per foot, at the rate of Thirty-five Dollars and sixty cents per ton. The party of the first part having the option of purchasing as much more of such pipe as it may desire over and above said Ten thousand feet, at and for the price herein mentioned. The special castings hereby purchased being such amount as said

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Board of Public Works may deem proper and necessary for
the proper use of said ten thousand feet of cast iron pipe,
partly of this first part to pay for such castings at the rate of
three and one-eighth cents per foot.

Description of Pipe

Shape of Section:

The pipe shall be circular in section with concentric inner
and outer surfaces. No pipe will be accepted the thickness
of which shall exceed one-eighth of an inch at either
the bell or spigot end, or at any point throughout its length.

Hut, spigot and leadroom: The seat or shoulder in the
bell, and the end of the spigot must be straight and even
so as to form a smooth joint. All pipes shall have a
space for a lead joint not less than five-sixteenths of an
inch, nor more than three-eighths of an inch uniform.

The pipe shall be of such length, exclusive of bell, as
to lay twelve feet in each coil.

Methods of Making

All pipe shall be cast vertical, and shall be made in such
molding sand or loam as to leave its surfaces in proper
condition to receive the coal tar coating. The flasks of all
pipe shall be allowed to remain in position long enough
to prevent unequal contraction.

Cleaning and Coating

All pipe and specials shall be dried and made thoroughly clean
and free from lumps without the use of any injurious liquid.
After being properly cleaned every pipe and special shall be
carefully coated inside and outside with coal tar pitch.
No coating shall be applied after rust has set in. The coal
tar pitch shall be made from coal tar distilled until the
naphtha is entirely removed. It shall have about the
consistency of water when cold, and no pitch which becomes
brittle when cold will be satisfactory. The pipe shall be
heated in a suitable oven to a temperature of about hundred
degrees Fahrenheit, and then dipped in the hot pitch
heated to an equal temperature, and allowed to remain
therein for a sufficient time to become thoroughly coated.
The coating must harden and adhere firmly to the pipe
when cold, and show no tendency to crack or scale off.

Test

When dry and cold after coating the pipe shall be subject to a hydrostatic pressure of three hundred pounds to the square inch which shall be maintained while the pipe is repeatedly struck from end to end with a suitable proving hammer. Any pipe which shows defects by leakage, sweating or otherwise shall be by said first party rejected.

Certificate:

The second party shall furnish a certificate of test with the shipment of pipe and specials, which certificate shall state under oath, that the pipe and specials have been manufactured and tested strictly in accordance herewith.

Special Castings:

The special castings shall be proportioned to equal in strength the pipe with which they are to connect. All outside and inside surfaces through any right section shall be concentric with no imperfections or contractions to retard a uniform flow of water through them, and the cleaning and coating of the specials shall be done in the same manner as herein provided for straight pipe.

Duality of Iron and Variations in Weight

The iron from which the pipe and castings shall be made shall be iron smelted in a cupola or air furnace, and it shall be without any mixture of cylinder iron or other inferior metal, and entirely free from uncombined Carbon. It shall be of suitable quality to be easily drilled or cut, and shall have a tensile strength of not less than sixteen thousand pounds to the square inch variation of four per cent, of the above specified weight will be permissible. No pipe or special casting will be received that weighs less than ninety-six per cent, of the specified weight, and no pipe and special casting will be credited at weights more than one hundred pounds and four $\frac{1}{2}$ per cent, of the specified weight, and the weight of each pipe and special casting shall be marked by the second party thereon with white paint, in characters at least one and one half inches in length, and the weight of any or all of the pipe and special castings may be tested after delivery, all pipe and special castings shall be free from defects.

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imperfections of all kinds, smooth in the bore and of even thickness. No casting or pipe having air blow holes or cavities, bleeded or filled will be accepted by the party of the first part and all crooked or broken pipe or specials, and all other pipe or specials, not in accordance with this agreement shall be received and stored at the risk and the expense of the party of the second part by the first party, and the costs of receiving, handling and storing of all such pipe or specials shall be deducted from the amount due under this contract to the party of the second part for the pipe and specials furnished to and received by the first party.

All pipe and special castings purchased under the provisions of this contract shall be by the party of the second part shipped, within thirty days after the approval of this contract and delivered to the party of the first part on board cars in the City of Fort Wayne Indiana, at the most convenient place for the handling of the same, to be determined by said Board of Public Works. The shipment and delivery of such pipe and castings to be free of costs to said city, and the bills to be paid therefor, as above stated, to be F.O.B., cars, Fort Wayne, Indiana.

Payment

All of said pipe and castings to be paid for by the party of the first part to the party of the second, and within thirty days after the complete delivery of the same.

Witness our hands and seals the day and year first above written.

The City of Fort Wayne

By E. J. Lemon

" Henry Schwartz

" Isaac Brainer

Board of Public Works

Attest
J. F. Franke
Clerk

Massillon Iron and Steel Company

By Frank F. Fisher

F.W.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 16th day of July 1907 entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Massillon Iron and Steel Company, for the purchasing of cast iron pipe and special castings, by said City of said Company, to be used in the Water Works Department of said City, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Sec. 2. That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 19th day of August 1907.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 13th day of August 1907, by a majority vote of all the members elected to be the ordinance hereinabove attached and known as General Ordinance No 335,

H. C. Schwinn
President

J. Frank Mangovian
City Clerk

Presented to the Mayor for approval on the 17th day of August 1907

J. Frank Mangovian
City Clerk

Approved this 26th day of August 1907

Wm J. Hesey
Mayor.

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General Ordinances No. 336

Approved by
W. A. Bayer
An ordinance authorizing and directing the Board of
Public Safety to employ nine additional firemen in the
Fire Department of the City of Fort Wayne; and fixing the
Salary of such firemen

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the Board of Public Safety be, and they are hereby authorized and directed to employ, in the fire department of the City of Fort Wayne, nine firemen in addition to the number now so employed in such department, such additional firemen to receive the same compensation for their services as is received by firemen now employed in said department.

Section 2. That this ordinance be in full force and take effect on and after January 1st 1908.

Done at the Council Chamber in the City of Fort Wayne,
Indiana on the 2nd day of August,

We hereby certify, That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting held on the 27th day of August 1907, by a majority vote of all the members elect, did pass this ordinance hereinunto attached and known as General Ordinance No 336.

N. C. Schurin
President

J. Frank Mungowar
City Clerk

Presented to the Mayor for approval on the 3rd day of
August,

Returned by the Mayor on the 1st day of September.

General Ordinance No 336. Passed over the Mayor
bills on the 10th day of September 1907.

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General Ordinances No. 337

An ordinance requiring the inspection, authorizing the condemnation of unwholesome and regulating the sale of milk and cream; requiring persons engaged in the sale of the same to obtain a license so to do; providing for the appointment of a Dairy and Meat Inspector; prescribing his powers, duties and compensation; providing a penalty for its violation and repealing all laws in conflict with the same as amended August 27th 190⁰.

See 1. Be it ordained by the Common Council of the City of Fort Wayne, that no person, firm or corporation shall sell or offer for sale, expose for sale, dispose of, exchange or barter, or with the intent so to do, have in his or their possession any curdled or control, any milk or cream, without first obtaining a license from the City of Fort Wayne so to do as in this ordinance provided. Any person, firm or corporation desiring to obtain such license shall file with the Department of Health and Charities of said City an application, in writing, for the same, in such form as may be by such Department required, and shall file with such application a verified statement giving his or its name and address, the number of cows he or it owns or has charge of, the estimated average amount of milk or cream which he or it sells each day, the names and addresses, and license numbers of all persons from whom he or it buys any milk or cream, the estimated average amount of milk or cream which he or it buys from such persons each day and an estimated average amount of milk and cream sold by each of such persons, from whom the applicant buys such milk or cream, each day, and the number of cows owned by or in charge of such persons. If such Department grants such application, it shall be the duty of the Comptroller of said City to issue licenses to such applicants, upon the receipt of such application properly signed and approved by said Department of Health and Charities, and upon the payment by such applicant of One Dollar (\$1.00); such license shall be granted for a period of one year and no longer.

See 2. That no person, firm or corporation shall have in his or its possession, for the purpose of selling or offering for

sale, any milk or cream containing less than eight and one half per cent. of milk solids exclusive of fat - containing any added color, preservative or other foreign chemical - containing any added foreign substance of any kind whatever - containing any pathogenic bacteria - containing bacteria of any kind in excess of five thousand per cubic centimeter drawn from any sick or diseased cow drawn from any cow fifteen days before, or twelve days after parturition - drawn from any cow which has been fed on garbage, refuse and similar, mixed distillery waste, corn stalks before the corn has blossomed, exhalage often than once a day and in greater quantities than twenty pounds daily, or any other improper food - drawn from any cow kept in any place where the water, food, ventilation, or the surroundings have not been approved by the Dairy and Meat Inspector, or which has been kept at a temperature, higher than fifty degrees, Fahrenheit - which has expired, or which has been kept under conditions contrary to, or in violation of, any of the provisions of this ordinance, or the rules of the Department of Health and Charities made and adopted under the provisions of this ordinance - drawn from any cow which has not been known to be free from tuberculosis by the Tuberculin test, or any milk which is more than eighteen hours old. Provided, however, that the above requirements that milk should not contain less than eight and one half per cent. of milk solids exclusive of fat, or less than three and one half per cent of milk fat, shall not apply to milk sold as skimmed milk as provided in section three of this ordinance.

Sec. 1. That no person, firm or corporation shall have in his or its possession or bring into the City, for the purpose of selling, bartering, exchanging or otherwise disposing of any milk from which the cream has been removed either in part or in whole, unless sold as skimmed milk, and unless on both sides of the vehicle from which such milk is sold shall be printed in Roman letters, not less than one inch in height, the words 'Skimmed Milk' or if such milk is not sold from a vehicle, then such person, firm or corporation shall place upon the vessel from which such milk is sold, a bright red band on which shall be printed in Roman letters not less than one tenth the height of said vessel, the words 'Skimmed Milk'; and no person, firm or corporation shall have in his possession or bring into the City of Fort Wayne for sale, barter or exchange any so called 'Skimmed Milk' containing less than nine and three tenths per cent. of milk.

See 4. That no person, firm or corporation shall keep or store, strain, cool or mix any milk in any basement, cellar, refrigerator, milk-house, dairy or other place unless the same be of sufficient size, and have a sufficient number of windows, to insure thorough light and ventilation, and unless the same be floored and constructed of such material and in such manner as to be maintained in a sanitary condition.

See. 5. That no milk or cream kept for sale or distribution by any person, firm or corporation shall be stored, cooled, strained or moved to any portion of a building so situated that the odor arising from any animal, water closet or privy follicles or tanks, or can follicles or tanks, shall affect the air inside and around such building, or in any portion of a building which is used for the stabling of horses, cows or other animals, or for the storage of manure, or in any room used in whole or in part for domestic or sleeping purposes unless the storage, cooling or moving room for such milk or cream is separated from the other parts of the building in such manner as may be provided by and under the specific directions of the Department of Health and Charities.

See. 6. That every person, firm or corporation using a wagon or other vehicle for the sale or distribution of milk or cream shall keep such wagon or other vehicle in a cleanly condition and free from offensive odors, and every such wagon or other vehicle shall bear on both sides of the same the name of the licensee using the same, and the number of the license, in Roman letters not less than two inches in height, and every such person, firm or corporation shall from the first day of May to the first day of October inclusive of every year, place or cause to be placed and kept, over said wagon or other vehicle a covering of canvas or other material, so arranged as to adequately protect the contents thereof from the rays of the heat and sun and such person, firm or corporation shall at all times keep such milk or cream in such wagon for the purpose of sale, exchange or barter, at a temperature below fifty degrees Fahrenheit, and when ever necessary so to do shall carry in such wagon or other vehicle a sufficient quantity of ice for that purpose.

Sec. 7. That no person, firm or corporation shall bottle or cause or allow to be bottled, any milk or cream upon any wagon or other vehicle, or in any other place than in a dairy or milk-house the sanitary conditions of which have been first inspected and approved by the Dairy and Meat Inspector appointed under the provisions of this ordinance. No person, firm or corporation shall transfer any milk from one receptacle to another upon any delivery wagon or other vehicle, upon any street, alley or thoroughfare, or in any building other than a milk-house or dairy the sanitary conditions of which have first been inspected and approved by the said Dairy and Meat Inspector.

Sec. 8. That no person, firm or corporation shall give, furnish, sell off for sale and have in his possession with the intent to sell or deliver any milk, butter-milk, whey-cow-milk, skimmed milk, or cream in quantities less than one gallon, except in glass bottles sealed with a top or stopper of a design recognized by said Inspector.

Sec. 9. That no person, firm or corporation shall sell or offer for sale, barter or exchange or have in his possession for that purpose any milk or cream in any cans, bottles or other vessels or any milk placed in such cans, bottles, or vessels with machinery or implements which have not first been made clean and sterile before such milk or cream is placed in such cans, bottles or other vessels. And it shall be unlawful for any person, firm or corporation to use any milk can or bottle for the purpose of selling or delivering milk therein which has before such time had any other substance therein other than milk.

Section 10. That no person, firm or corporation shall remove or cause to be removed, from any dairy or other building in which exists any communicable disease, any bottles or other receptacles which have been or which are to be, used for containing or storing milk for the purpose of selling, exchanging or bartering the same, except upon the written permission of the Department of Health and Charities.

Sec. 11. That it shall be unlawful for any person, firm or corporation selling or offering for sale any milk or cream under a license issued by the department of Health and Charities to use in such business, any milk ticket more than once.

Sec. 12. That every person, firm or corporation engaged

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Production, storage, transportation, sale, delivery or distribution of milk shall immediately on the occurrence of any case or cases of infectious disease, either in himself or his family or among his employees or their families or immediate associates or within any building or premises wherein milk belonging to such persons, firm or corporation is stored, sold or distributed, notify the Department of Health and Charities, and at the same time shall suspend the sale and distribution of milk until there after authorized by said Department of Health and Charities to resume the same, and such Department of Health and Charities shall not so authorize such person, firm or corporation to resume the sale or distribution of milk until such person so diseased has been removed from such premises and such premises have been by such Department disinfected. No vessels which have been handled by persons suffering from such disease, or by any person in the building in which such diseased person or persons is confined shall be used to hold or convey milk until such vessels have been thoroughly sterilized in a manner directed by such Department of Health and Charities.

Sec 13. That the Department of Public Safety of the City of Fort Wayne shall appoint a competent person as Dairy and Meat Inspector, who shall be nominated by the Department of Health and Charities, and who shall be well versed in the examination of cattle, milk and dairy products and shall have a sufficient knowledge of sanitary science to carry out the provisions of this ordinance.

Such Dairy and Meat Inspector shall receive a salary at the rate of Fourteen hundred and forty dollars (\$1400⁰⁰) per annum, and shall not engage in any other occupation and may be removed from office by the Department of Health and Charities only for incompetency or inefficiency. Such Dairy and Meat Inspector shall execute to said City a bond in the sum of Two thousand Dollars with security to the approval of the Department of Public Safety, conditioned for the faithful performance of his duties as such Dairy and Meat Inspector.

Sec 14. That it shall be the duty of the Dairy and Meat Inspector to enforce rigidly the provisions of this ordinance, and the rules and regulations of the Department of Health and Charities made and adopted hereunder, and report to said Department any violation of or failure to perform any of the provisions of this ordinance. It is hereby made the duty of such Dairy and Meat

Inspector, to examine and inspect each of the Dairies or places of business owned and operated by any person, firm or corporation, under the provisions of this ordinance at least six times a year and to enforce the provisions of any ordinance or ordinances that may hereafter be passed relating to the management of any place or places of business where food, provisions or meals are kept or offered for sale. Said Dairy and Meat Inspector is hereby given the power to examine and enter, and have full access, egress and ingress to all places where milk or cream is stored or kept for sale, to all wagons, carriages or other vehicles, railroad cars or other conveyances of any kind used for the conveyance, transportation or delivery of milk or cream, - to any ware-house, place of business, factory, building barn, stable, railroad depot, establishments or places of any kind, - to all vessels, cans, packages, refrigerators, or receptacles of milk or cream for the purpose of making said inspection and examination, and is hereby given the power to take samples of milk or cream therefore not exceeding one quart, for the purpose of inspecting, testing or analyzing the same, and when such examination and inspection, and such tests or analysis, has been made, to report the same to the Department of Health and Charities. And such Dairy and Meat Inspector is hereby given the power to seize and destroy in such manner as may be directed by the Department of Health and Charities, any milk or cream found in the City of Fort Wayne, which has been produced, kept stored or handled in violation of any of the provisions or requirements of this ordinance, or which has been kept stored, handled or handled in any building or buildings which have been maintained contrary to or in violation of any of the provisions or requirements of this ordinance, and any such milk or cream which has been so produced, kept, stored or handled is hereby declared to be unfit for use and in that regard.

Sec. 15. That it shall be the duty of any person, firm or Corporation engaged in the business of selling milk, or who has in his or its possession any milk or cream for the purpose of selling or offering for sale, to cause the removal and isolation of any cow having as above mentioned any form of garget or other disease of the udder, any disease producing a febrile condition, any communicable disease or any disease affecting in any way the quality and purity of the milk of such cow from the remainder of the cows owned by, or in the possession of, such person, firm or corporation.

all cows in the possession of or used for the purpose of producing milk to be sold by such person, firm or corporation shall be subject to the tuberculosis test by the Department of Health and Charities at least once a year, and any cow, which in the opinion of said Department of Health and Charities at the time of such examination is reacting in a positive manner, shall be if ordered by such Department, killed by the owner of the same.

The bodies of all such cows, including the tails shall be by such person, firm or corporation kept in a cleanly condition by means of brushing and washing; and such person, firm or corporation shall immediately before the milking of any such cows wash, or cause to be washed, with clean water and a clean cold the udder and teats of each of such cows, and shall finally wipe the same, or cause the same to be wiped, with a clean dry towel, and shall provide all cows, from which is procured milk for the purpose of being sold or offered for sale, with wholesome and pure drinking water, from a source which is untainted from any stable or barn yard or from any other source.

Not person, firm or corporation selling or offering for sale any milk or cream shall keep, or permit to be kept, any cow or cows from which is procured milk for such purpose in any stable which is not free from accumulated dirt, cobwebs, stable bedding and hay, or which is not well ventilated, lighted and drained or which is not of sufficient size so that each cow shall have sufficient air space. It shall be the duty of all persons, firm or corporations so engaged in the sale, or offering for sale of milk or cream to cause the walls and ceilings of all stables in which are kept by such person, firm or corporation, any cow or cows from which is procured milk for such purpose, to be whitewashed at least once a year, provided that if the walls or ceilings of such stable or stables are painted, or are of a smooth finish, then such person, firm or corporation shall cause the same to be washed at least (2) times a year, and no domestic animals shall be by such person, firm or corporation allowed or permitted to be kept in any room with cows from which milk is drawn for the purpose of sale by such person, firm or corporation, or in which any milk is sold or offered for sale. And it shall be the duty of every such person, firm or corporation, to drain or cause to be drained, all barn yards in which any cows, from which milk is drawn for the purpose of sale, are kept, so as

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provide against any stagnant water or other filth. No such person, firm or corporation shall remove, or cause, permit or allow to be removed from any stable wherin milk is drawn from cows for the purpose of selling, any manure within one hour prior to the time of such milking. Every such person, firm or corporation shall keep, or cause to be kept, clean and fresh bedding for all cows from which any milk is drawn for the purpose of selling or offering for sale, and shall provide a separate room or building for calving pens.

It shall be unlawful for any person, firm or corporation engaged in the selling or offering for sale of milk or cream, to allow or permit any person to milk, or assist in the milking of any cow or cows owned by such person, firm or corporation, unless the (such milker) be personally clean, and such person (milker) shall, before milking any such cow, wash her or her hands thoroughly in warm water and soap, and dry with a clean towel, and when so milking shall discard, and not allow to go into the milk pail, the first few streams of milk drawn, and shall milk such cow directly through clean, strissle cheese cloth, and shall change the cheese cloth covering at the time the said is done.

Sec. 18. That it shall be the duty of every person, firm or corporation engaged in the business of procuring milk for the purpose of selling the same, to immediately take, or cause to be taken such milk after being drawn, from the room in which the cows from which such milk is procured are stabled, to a place where such milk cannot in any manner come in contact with any dust, dirt or other contaminating substances, and such milk shall be within one hour after being drawn cooled to not more than fifty degrees Fahrenheit, and such person, firm or corporation shall thereafter keep such milk so that the same will not thereafter rise above said temperature, and in case any of such milk after said one hour shall rise to a temperature above said fifty degrees, the same shall be destroyed by such person, firm or corporation.

Sec. 19. That it shall be unlawful for any person, firm or corporation to allow, permit or cause any horses or other animals to at any time be or remain in the building or house used by such person, firm or corporation, for the storing, cooling, moving or bottling of milk or cream, and such building shall be kept screened in such manner that flies and other insects cannot gain entrance thereto, and shall be cleaned, lighted,

in a manner designated by and satisfactory to, the Department of Health and Charities, and shall be used for no other purpose than for necessary operations connected with the cooling, moving, bottling and storing of milk.

Sec. 20. That it shall be the duty of every person, firm or corporation engaged in the selling or offering for sale of milk or cream, under the provisions of this ordinance, to use in connection with such business, vessels, bottles and other utensils only of the kind recognized by sanitary science, and after such bottles, vessels or other utensils have been used by such person, firm or corporation, the same shall be carefully cleaned and sterilized in a manner to be designated by and to the approval of the Department of Health and Charities, and shall until used again be kept in a place so arranged that the same will be fully and completely protected from contact with dirt, dust or other contaminating substances.

Sec. 21. That it is hereby made the duty of the Department of Health and Charities, and it is hereby given power to pass all rules and regulations that it may deem necessary for the proper carrying out of the provisions of this ordinance, so that the provisions of the same may be fully and completely enforced against all persons, firms or corporations engaged in the sale of milk or cream in the City of Fort Wayne.

Sec. 22. That any person, firm or corporation failing to comply with or violating any of the provisions of this ordinance, or any of the rules of the Department of Health and Charities, made and adopted in pursuance of the same, shall upon conviction be fined in any sum not less than Ten Dollars nor more than One hundred Dollars and in case any person, firm or corporation is convicted three times for the violation of this ordinance, the license so issued by such city to such person, firm or corporation shall be by the court cancelled.

Sec. 23. That an ordinance entitled "An ordinance establishing a division of the Department of Health, to be known as the "Milk Division" Approved July 11th 1899.
being General Ordinance No. 128, to and the same is
hereby repealed.

Dec. 24. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor and legal publication.

John F. Kell.

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 27th day of August

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 27th day of August 1907, by a majority vote of all the members elected did pass the ordinance hereto attached and known as
General Ordinance No 337.

H. C. Schwies
President

J Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 31st day of
August 1907

J Frank Mungovan
City Clerk

Approved this 10th day of September 1907

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Line. 1 Ordinance No. 338.

1. And by
the Common Council of the City of Fort Wayne doth ordain and establish:

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne that it shall be unlawful for any person, firm or corporation engaged in the business of transporting persons and goods and cattle, to cause or allow or permit the teams and cattle, used by such person, firm or corporation, to be and remain upon the streets and alleys of the City of Fort Wayne for the purpose of being hired.

Sec. 2. That any person, firm or corporation failing to comply with or violating any of the provisions of this ordinance shall be fined in any sum not exceeding Fifty Dollars.

Sec. 3. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor and legal publication.

(Attest)

Moved at the Common Chamber in the City of Fort Wayne Indiana on the 10th day of September 1907.

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 10th day of September 1907 by a majority vote of all the members elected did pass the ordinance herein attached and known as General Ordinance No. 338.

N.C. Schwier
President

J Frank Mangowan
City Clerk

Presented to the Mayor for approval on the 14th day of September 1907

J Frank Mangowan
City Clerk

Approved this 14th day of September 1907

Wm J. Hosay
Mayor

General Ordinances No. 339

An ordinance approving a contract entered into by and between the City of Fort Wayne and Gustav Helgenmann and Henry Helgenmann, for the erection of an addition to Engine House No. 3.

Whereas the City of Fort Wayne by and through its Board of Public Works on the 26th day of August 1907 entered into a contract with Gustav Helgenmann and Henry Helgenmann, for the erection of an addition to Engine House No. 3 of the Fire Department in the City of Fort Wayne, which contract is in the following words:

This Agreement, made and entered into this 16th day of August 1907 by and between the City of Fort Wayne by and through its Board of Public Works, herein after designated the "owner" and Gustav Helgenmann and Henry Helgenmann, partners doing business under the firm name of H. Helgenman & Brothers, herein after designated the "contractors". Witnesseth,

That the Contractors in consideration of the agreements hereinafter made by the owner as follows:

Article 1. The Contractor shall, and hereby agrees to, provide all the materials, and perform or cause to be performed all the work and labor for the complete construction of the stone and brick addition to Engine House No. 3 of the Fire Department of the City of Fort Wayne, located on West 11th Street, in the City of Fort Wayne, to the satisfaction of the Board of Public Works of said City, including the cement floor, but excepting the plumbing, wiring and heating plant, the materials to be furnished and the work and labor to be performed to be in complete accordance with the official drawings and specifications prepared by Charles E. Hendrick, Architect, on file in the office of said Board, and which for identification have been signed by the parties hereto which drawings and specifications are hereby referred to as a part of this contract the same as if fully copied herein.

Article 2. It is understood and agreed by and between the parties hereto that the work included in this contract is to be done under the direction of said Architect, and that the decision of said Architect and said Board as to the true construction and meanings of the drawings and specifications shall be final. It is also understood and agreed by and between the parties that such additional drawings and explanations as may

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necessary to detail and illustrate the work to be done will be furnished by said Architect, the same, when approved by said Board, to become a part of this contract so far as they may be consistent with the purpose and intent of the original drawing and specifications, and all such additional drawings and specifications prepared under this provision of this contract to be and remain the property of said Architect.

Article 3. No alteration shall be made in the work as shown by said drawings and specifications except upon the written order of the Board of Public Works, and unless the amount to be added to said contract price as herein after stated or deducted therefrom by reason of such alteration is first agreed upon according to the terms hereinafter.

Article 4. The Contractor shall provide sufficient, safe and proper facilities, at all times, for the inspection of the work by the Architect or his authorized representative; shall within twenty-four hours after receiving written notice from the Architect proceed to remove from the grounds or building all materials condemned by said Architect or said Board whether worked or unworked, and to take down all portion of the work which the said Architect or Board shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications and shall make good all work damaged or destroyed thereby.

Article 5. Should the Contractor, at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained such refusal, neglect or failure shall entitle the owner, after five days written notice to the contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract, and in case such refusal neglect or failure on the part of such Contractor is willful, or in the opinion of said Board inexcusable, the owner shall be at liberty to terminate this contract, and to enter upon the premises and take possession for the purpose of completing the work herein referred to, of all materials, tools and appliances thereon, and to employ any other person

or persons to finish the work, and to provide the materials thereto and in case of such discontinuance of the employment of the Contractors they shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the owner in furnishing the work, such excess shall be paid by the owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the owner. The expense incurred by the owner as herein provided, either for furnishing materials or for finishing the work and any damage incurred through such default shall be determined by the Architect and Board.

Article 6. The work herein provided for shall be fully completed by the Contractor by the 1st day of January 1908.

Article 7. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect, or default of the owner of the Architect, or of any other Contractor employed by the Owner upon the work, or by any damage caused by fire, lightning, earthquake, cyclone or other casualty for which the Contractor is not responsible, or by strikes or lockouts caused by acts of employees, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented, in writing, to said Board within forty-eight hours after the occurrence of the cause of delay.

Article 8. It is further mutually agreed between the parties hereto that no certificate shall be given, or payment made under this contract except the final certificate or final payment shall be conclusive evidence of the performance of this contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials.

Article 9. It is hereby mutually agreed between the parties hereto that the sum to be paid by the owner to the Contractor for said work and materials completed shall be Eight Thousand six hundred and two Dollars, subject to additional and deductions as hereinbefore provided, and to be paid as follows: The owner to pay the Contractor every thirty days during

work until completion, 90 per cent, of the amount of work and labor performed during the previous 30 days and 50 per cent, of the materials furnished and on the ground during said thirty days, the whole amount of such work and labor and the value of such materials to be shown by the certificates of the Architec~~ts~~.

The final payment to be made within 60 days after the completion of the work, and all payments shall be due when certificates for the same are issued, such certificates to be issued at payment periods by the Architec~~ts~~ and to state the amount that is due the contractor.

If at any time there shall be evidence of any lien or claim for which, if established, the owner of said premises might become liable, and which is chargeable to the contractor the owner shall have the right to retain, out of any payment then or thereafter to become due, an amount sufficient to completely indemnify it against such lien or claim.

Should there prove to be any such claim after all payments are made the Contractors shall refund to the owner all money that the latter may be compelled to pay in discharging any lien on said premises for the doing of such work.

Article 10. It is agreed by and between the parties hereto that the Contractors will indemnify and save harmless the owner from the payment of any and all damages that may accrue to any person or property, growing out of or connected with the performance of said contract by the Contractor, and said Contractors shall defend in their name, or in the name of said owner, any and all actions that may be instituted for the recovery of any such damages, and shall execute to said owner a bond with surety to be approved by said Board in the sum of Five Thousand Dollars, providing for the faithful performance of this contract by the Contractor and for the payment of any and all such damages.

Article 11. The Owner shall, during the progress of the work, maintain insurance on said work, after the roof is placed on the building, in its own name and in the name of the Contractors, against loss or damage by fire, lightning, earthquakes, cyclones, or other casualty, and policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and shall be made payable to the parties hereto, as their interest may appear.

Witness our hands and seals this 26th day of August 1907

Attest
H. H. Becker
Clerk

The City of Fort Wayne
By E. J. Lewinson
Henry Schlueter
James Brown
The Board of Public Works.

Sec. 1. Be it ordained, by the Common Council of the City of Fort Wayne, that the contract entered into by the City of Fort Wayne with Gustave Helgeman and Henry Helgeman on the 19th day of August 1907, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved,

Sec. 2. That this ordinance be in full force and effect and after its passage and approval by the Mayor.

S. W. A. Welch.

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 10th day of September 1907.

We hereby certify. That the Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 10th day of September 1907, by a majority vote of all the members elected passed the ordinance herein attached and known as
General Ordinance No 339

H. C. Schlueter
President

Frank Mungowan,
City Clerk

Presented to the Mayor for approval on the 14th day of
September 1907

Frank Mungowan
City Clerk

Published this, 16th day of September 1907

H. H. Becker

General Ordinance No 340

Introduced by An ordinance fixing the tax levy for city purposes for the
John H. Welch, year 1907

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne, Indiana, that a levy of (\$1 10⁰⁰) upon each
\$100.00 of assessed valuation of all property within the Cor-
porate Limits of the City of Fort Wayne, Indiana, be made
for the year 1907.
That the above levy be divided as follows

General Purposes and Interest	\$.84
Disks Fund	.05
Anthony Wayne Monument Fund	.00 74
Pensions Pension Fund	.01
Police Pension Fund	.01
Municipal Electric Light Fund	.07 1/2
Market House Fund	.01 1/4
Tract & Elevation Fund	.10
Also there shall be collected from each male inhabitant liable according to law a poll tax of \$2.00	

Section 2. That all taxes shall be collected by semiannual
installments.

Section 3. This ordinance shall be in full force and effect
from and after its passage and approval by the Mayor
John H. Welch.

Signed at the Council Chamber in the City of Fort Wayne Indiana
on the 24th day of September 1907.

We hereby certify that the Common Council of the City of Fort Wayne
Indiana at a regular meeting held on the 24th day of September 1907
by a majority vote of all the members elect did pass the ordinance
hereunder attached and known as General Ordinance No 340

H. C. Schurz
President

J. Frank Mungowan
City Clerk

Presented to the Mayor for approval on the 27th day of
September 1907

J. Frank Mungowan
City Clerk

Approved this 4th day of October 1907
John H. Welch

General Ordinance No 341

Introduced by
W.C. Schiess

An ordinance regulating the construction of arches and canopies over side walks.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person, firm or corporation to construct or cause to be constructed, in connection with the entrance to any building, any canopy or arch extending over any side walk, without having first obtained permission in writing so to do from the Board of Public Works.

Sec. 2. That any person, firm or corporation desiring to obtain from the Board of Public Works permission to construct, or cause to be constructed, any canopy or arch over any side walk in the City of Fort Wayne, in connection with the entrance to any building, shall file in the office of said Board, at the time of the making of such application, complete plans and specifications, in detail of such arch or canopy, showing the location, kind of material and manner of construction of such arch or canopy, and such Board of Public Works is hereby given the power to approve or disapprove such plans and specifications, and if so approved by said Board, to grant a permit for the construction and maintenance of the same; that the action of the Board of Public Works in approving or disapproving such plans and specifications, and in the granting or refusal to grant such application shall be final, and if such application is granted such arch or canopy shall be constructed under the supervision and direction, and to the approval of said Board of Public Works.

Sec. 3. That any person, firm or corporation violating any of the provisions of this ordinance shall be fined in any sum not exceeding one hundred dollars.

Sec. 4. That this ordinance shall be in full force and take effect on and after its passage and approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 24th day of September 19-

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 24th day of

1907, by a majority vote of all the members elect, did pass
the ordinances herein attached, and known as
General Ordinance No 341

H. C. Schuyler
President

J. Frank Mangunwan
City Clerk

Presented to the Mayor for approval on the 27th day of
September 1907

J. Frank Mangunwan
City Clerk

Approved this 14th day of October 1907

Wm J. Young
2707

General Ordinance No. 342,

Introduced by D. McHenry, An ordinance approving and ratifying a contract hereto for on the 10th day of September 1907, entered into by and between the City of Fort Wayne and Joseph P. Martin & Co.

Whereas, hereto for to-wit, on the 10th day of September 1907, the City of Fort Wayne by and through its Board of Public Works entered into a contract with Joseph P. Martin & Co. providing for the performance of certain work on the addition to number 3 engine house, which contract is in the following words:

This Agreement, made this 10th day of September 1907, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and Joseph P. Martin & Co., party of the second part. It is as follows:

That the party of the second part in consideration of the mutual covenants herein contained, and in consideration of the payment to it of the sum of money hereinafter referred to by the party of the first part, agrees and hereby binds itself to provide all the materials and perform all the work and labor for the complete building, gas fitting, Steam heating and electric wiring, of the addition to Engine House No. 3, of the Fire Department of said City, in West Washington Boulevard, according to, in compliance with, and in the manner provided in the plans and specifications for the doing of said work, on file in the office of said Board, which plans and specifications are hereby made a part of this contract, and the provisions of the same are hereby made part of this contract and binding upon the parties hereto the same as if fully copied herein. Said Materials to be furnished and said work and labor commenced as soon as the building is ready for its installation, and shall be promptly and rapidly done and completed not later than January 1st.

It is further agreed by the party of the second part that, it shall execute to the City of Fort Wayne a bond in the sum of Five hundred Dollars, with surety to be approved by the Board of Public Works, conditioned for the faithful performance of this contract on its part.

In consideration of the furnishing of said material, and the performance of the said labor, as in this contract provided, to the party of the second part, the party of the first part agrees to pay to it the sum of One thousand one hundred and nine dollars (\$1109.25) at the time of the acceptance of the work to be done.

of the first board.

Witness our hands and seals this 10th day of September

1907,

To the City of Fort Wayne

Attest,

By E. J. Lemmon

E. J. Beale

Henry Dechant

Isaac Brodus

Its Board of Public Works

By Joseph P. Martin & Co.

To Seely & Book-keeper.

x (Signature)

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore, on the 10th day of September 1907, entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and Joseph P. Martin & Co., relative to the performance of certain work in the addition to Engine House No 3, as fully set forth in the preamble hereto, be and the same is hereby in all thing approved.

Sec. 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 8th day of October 1907

We, the undersigned, Certify, that the Common Council of the City of Fort Wayne Indiana, at a regular meeting, held on the 8th day of October 1907, by a majority vote of all the members elected did pass the ordinance hereinabove attached and known as General Ordinance No 342.

H. C. Dohmier
President

F. Frank Munyan
City Clerk

Presented to the Mayor for approval on the 12th day of
October 1907

F. Frank Munyan
City Clerk

Approved this 22nd day of October 1907

H. M. J. Hausey
Mayor.

General Ordinance No 343

introduced by M. Henry An ordinance approving and ratifying a contract entered into on the 28th day of October 1907, by and between the City of Fort Wayne, by and through its Board of Public Works and, Albus Pense.

Whereas, having on the 28th day of October 1907, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with Albus Pense, for the laying of watermaine on Lake and California Avenues, which contract is as follows:

This agreement made this 28th day of October 1907, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and Albus Pense, party of the second part, witnesseth,

That the party of the second part has agreed and does hereby agree, with the party of the first part, that for and in consideration of the sum of money to be paid to him by the party of the first part as hereinafter more fully provided, to lay and construct three hundred feet of twelve inch pipe on Lake Avenue, and three hundred fifty feet of six inch pipe on California Avenue in Forest Park Addition to the City of Fort Wayne, with all necessary crosses, tees, hydrants and valves and boxes, according to, in the manner, and under the conditions named in the specifications for said work on file in the office of said Board of Public Works in the water works department, which for itselvse have been signed by the parties hereto, and which are hereby made a part of this contract, the same as if fully set forth herein.

It is agreed by the party of the first part that it will pay to the party of the second part for all the work and labor to be performed as follows: Twenty-seven cents for each linear foot of twelve inch water pipe; twenty cents for each linear foot of six inch water pipe, \$2.00 for each twelve inch valve and box; \$1.25 for each six inch valve and box, \$2.00 for each twelve inch tee, \$1.75 for each six tee, and \$4.50 for each hydrant; all the pipe, crosses, tees, hydrants, valves and boxes lead, hemp, etc., to be furnished by the party of the first part, and the sum to be paid to the party of the second part to be in full for all the work and labor in the laying of said pipe, the placing of said crosses and tees, and the setting of said hydrants, valves and boxes.

It is further understood that the party of the second part may be required by the party of the first part to lay additional pipe above interposed but in case he is so required to lay such additional pipe or in case a less quantity than that above interposed is laid the party of the second party shall only receive compensation at the above specified rate for the actual number of linear feet so ordered by the party of the first part, and the party of the second part further agrees, that it will place as many tees, and set as many hydrants, valves and busters as he may be by the party of the first part requested to do.

Work shall be commenced by the party of the second part as soon as said city shall receive such pipe and other materials, and shall be completed within ninety days from the time work is commenced, and to the satisfaction of said Board of Public Works.

It is further agreed by the party of the second part that it will save said City from any and all damages that may occur to said city, or to any person or property, growing out of or in any manner connected with the performance by the party of the second part of this contract, and will appear to and defend, any and all actions that may be instituted against said city for the recovery of any such damages, and in case any judgment or judgments are rendered against said city in any such actions, the party of the second part shall pay the same together with all costs; and said party of the second part shall execute to said city a bond with sufficient surety in the sum of Ten thousand Dollars, conditioned that he will save said city harmless, and an additional bond in the sum of Five hundred Dollars with surety to be approved by said Board of Public Works, conditioned that he will faithfully and properly perform this contract.

This contract shall not be binding upon the party of the first part until the same has been approved and ratified by the Common Council of said city.

We bear our hands and seals this 28th day of October 1907.

Attest,

J. F. Franke
Clerk

Albert Pearce

The City of Fort Wayne
By: E. J. Denman

Henry Schwartzky
Jesse Broseine

Board of Public Works

See 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 2nd day of October 1907, entered into by and between the City of Fort Wayne by and through its Board of Public Works, and Almon P. Pease, for the construction by said Pease of water mains in said city as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

See 2. That this ordinance be in full force and take effect on and after its passage and approval by the mayor.

J. McKinney

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 26th day of November 1907

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of November 1907 by a majority vote of all the members elected do pass the ordinance hereto attached and known as
General Ordinance No 343

H. C. Schwier
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 30th day of November 1907.

Frank Mungovan
City Clerk

Approved this 9th day of December 1907.

Wm L. Honey
Mayor.

General Ordinance No. 700

Enacted by an ordinance regulating the sale of Meats and Fish
prescribing the sanitary conditions of meat shops,
butcher shops, slaughter houses and meat markets and
the manner of handling meats and the carcasses of
animals intended for human consumption, providing
for the licensing of such places, providing a penalty
for its violation, and repealing all ordinances in
conflict therewith, as amended November 26th 1907

Secton 1. Be it ordained by the Common Council of the City of
Fort Wayne, that it shall be unlawful for any person, firm,
company or corporation, within the corporate limits of the City
of Fort Wayne, to sell, offer for sale, barter or give away or to
have in his or its possession for the purpose of selling offering
for sale butchering or giving away the flesh of any animal
intended for human food, which animal has not been inspected
and slaughtered at one of the slaughter houses licensed under
the provisions of this ordinance, and daily inspected by an
inspector of the United States Government, or the City Dairy
and meat inspector, and the carcasses prepared, kept and
handled according to the regulation hereinafter prescribed in
this ordinance.

Secton 2. No person firm or corporation shall conduct a
slaughter house in the city of Fort Wayne, or sell or offer for
sale dispose of, exchange, barter or give away, or with intent
so to do have in his or their possession, care custody or
control, any flesh of any animal intended for human food
without first obtaining a license so to do. Any person firm
company or corporation desiring to obtain such license
shall first file with the Board of Public Health a verified
written application in such form as may be prescribed
by such Board of Public Health, showing that such person
firm, company or corporation, is prepared to handle
meats according to, and in the manner prescribed in
this ordinance, and in conformity to, and in compliance
with the rules of said Board of Public Health relating
thereto. If the Board of Public Health grants such
application, it shall be the duty of the City Controller
to issue a license upon the receipt of such application
properly signed and approved by said Board of Public
Health, and upon the payment of the license fee.

This section provided. The following license shall be paid by the respective applicants.

For conducting a slaughter house a license fee of One hundred Dollars per annum.

For selling meat at wholesale a license of Twenty five Dollars per annum.

For selling meat at retail at each designated place or shop Two Dollars per annum,

For conducting a fish market Five Dollars per annum.

For selling meat from a wagon or other vessel or vehicle from each wagon or vehicle Five Dollars per annum.

Provided if a license shall be obtained to conduct a slaughter house the applicant shall have the power or authority to sell meat at wholesale, without paying the additional license as above required for selling meat at wholesale.

(Provided if a license shall be obtained to conduct a slaughter house the applicant shall have the power or authority to sell meat at wholesale, without paying the additional license, as above required for selling meat at wholesale.)

All licenses shall be issued from the date of application thencefor to March 1st of the following year and thereafter the license fee provided for shall be paid annually; provided that if such application is filed more than three months previous to the next succeeding 1st day of March, the license to be charged thencefor up to said 1st day of March shall be at the rate above provided, for the interim of time between the making of such application and said succeeding 1st day of March.

Any license issued under the provisions of this ordinance shall be conditioned that the applicant or licensee shall comply with this ordinance and the amendments thereto, and all rules of the Board of Public Health adopted in accordance with the provisions hereof, and the Mayor shall have and is hereby given the power to revoke any license issued under this ordinance, when such licensee shall fail to comply with or violate any of the provisions hereof and the Secretary of the Board of Public Health is hereby given the power to suspend, for the same cause, for not to exceed ten days, said license.

Section 3. All slaughter houses or abattoirs in which slaughtering is done shall have walls light hard wood.

floors, be well lighted, thoroughly ventilated and drained, supplied with abundance of pure water, ceilings, sidewalls, posts, pillars etc shall be frequently whitewashed or painted, or where this is impracticable they shall when necessary, be washed, scraped or otherwise rendered sanitary. Where floors or other parts of the slaughter houses, abattoirs, butcher shops or fish markets such as tables, racks, trucks, trays, counters, refrigeration meat blocks etc, or other parts of the equipment, are so old or in such a condition that they cannot be made readily clean and sanitary they shall be removed and replaced or otherwise put in a condition to be approved by the Dairy and Meat Inspector. All equipments shall be kept clean and in a sanitary condition at all times.

... Person, firm or corporation owning a slaughter house or abattoir shall claim to use offal for the fraction of fertilizer, thru such slaughter house or abattoir shall be provided with a tanking apparatus for tanking and making such offal into fertilizer, which apparatus shall be in a room used for no other purpose, but said tanking apparatus is not required if all offal is buried, cremated or hauled away for tanking elsewhere.

Said slaughter houses or abattoirs shall also be provided with ample cold storage facilities, and all carcasses shall, as soon as properly dressed, be placed in cold storage. All slaughter houses or abattoirs shall also be provided with proper facilities for rendering lard and tallow and such facilities shall be in a room devoted exclusively to such purpose, in case such person, firm or corporation, so owning said slaughter house shall desire to render lard and tallow,

Section 5. All employees of said slaughter houses abattoirs, butchers and fish markets, shall be clean in person, and all such persons shall wear aprons or smocks made of a material that is readily washed and kept sanitary, and the same shall be cleansed daily if used; and spitting upon the floor or running thereon or other depoulement is absolutely forbidden.

Section 6. Said slaughter houses, abattoirs, butcher shops and fish markets shall be provided with proper facilities for washing hands, and also with proper water closet facilities which shall at all times be kept clean.

Section 7. Swine shall not be fed on offal, dead animals or

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first stage of a cattle slaughter house, at attics and butchers' shops.

Section 8. All carriages and carts of canvas or unlined for the conveyance of cattle during transportation from the slaughtering houses, abattoirs, wholesale markets or other places to be fully covered with white canvas or other cloth, so as to exclude all dust, dirt, flies or other insects, and such canvas or cloth covers shall be kept clean by frequent washing. All wagons used in such transportation shall be kept clean and free from taints; all persons engaged in such transportation shall be clean in person, and wear aprons or smocks as provided in Sec. 4 of this ordinance.

Section 9. All slaughter houses, butcher shops, meat markets and fish markets shall from the 1st day of May until the 1st day of November, in each year be provided with folding, closing number 12 mesh screens, to all doors and windows and other outside openings, and such screens shall be close fitting and kept in good repair. Said shops and markets shall at all times be kept clean and free from all foreign or noxious odors, and all meats and flesh intended for human food shall be so kept and handled in such slaughter houses and abattoirs, and butcher shops, as to not allow dust from the streets or other places to settle thereon.

Section 10. The Sec. 7, 8 and 9 of this ordinance, five assistants and other officers of the City of Fort Wayne, shall be and are hereby given the power to enter all places licensed under the provisions of this ordinance for the purpose of making the inspection and examination herein provided for, and invited for by the rules of the Board of Public Health and shall have the power to do any and all things that may be necessary to carry out the provisions of this ordinance and of said rules, which rules shall have the force and effect of ordinances of the city of Fort Wayne, and all persons desiring to slaughter animals for the purpose of selling the flesh thereof, as provided in sec. 1 of this ordinance, have the same slaughtered at one of the slaughter houses licensed under the provisions of this ordinance, and such cattle so to be slaughtered shall be left continuously at such slaughter house for eighteen hours previous to the slaughtering of the same for the purpose of inspection by the Dairy and Meat Inspector under permission in writing to give by the Inspector to Slaughter such animal in a less period of time, and all animals slaughtered at such licensed slaughter houses shall be first inspected by a United States Government Inspector, or the City Dairy and Meat Inspector, in accordance with the rules of the United States Department of Agriculture, and the rules

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of the Board of Public Health of the City of Fort Wayne.

Secton 11. It is unlawful for any person, firm or corporation to sell or offer for sale, bate or give away, or to have in his or its possession with the intention so to do, any carcass of any animal or any part thereof which is unfit by reason of the impure condition of the same, or is in the opinion of the Dairy and Meat Inspector diseased or unwholesome for human consumption,

Section 12. The carcass of any animal offered for sale for human food, within the corporate limits of the City of Fort Wayne, which has been prepared otherwise than according to the regulations herein provided, is hereby declared to be unclean and is condemned hereby as unfit for human food, and any flesh of any animal in the possession of any person for the purpose of selling or offering for sale, which animal has not been slaughtered in accordance with the provisions of this ordinance at one of the licensed slaughter houses, or has not been inspected before such slaughtering, or which has been handled contrary to any of the provisions of this ordinance, and the flesh of any animal which shall have been fed on offal, dead animals or parts thereof, and any flesh of any animal which is in the opinion of the Dairy and Meat Inspector, unfit by reason of its impurities for human consumption, unwholesome or diseased is hereby declared to be unclean and is condemned as unfit for human food, and it shall be the duty of the Dairy and Meat Inspector and his assistants, and of the sanitary officers of the City, and the power is hereby given to all of such officers to summarily dress with Penicillin oil any animal carcass or part or parts of such carcass which they may discover within the limits of said City, when to their knowledge the carcass or parts of carcass have not been slaughtered, prepared and handled according to the provisions of this ordinance and such rules of the Board of Public Health.

Power and authority is hereby given to such Dairy and Meat Inspector, Board of Public Health, and such Sanitary Officers to condemn, and take into their possession, all the equipment described in Sec 3 of this ordinance, when the same is not maintained, and kept in the manner in this ordinance provided, and in the manner provided in such rules of the Department of the Board of Public Health.

Secton 13. Any person, company or corporation failing to comply with or violating any of the provisions of this ordinance

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shall upon conviction be fined in any sum not less than twenty-five, nor more than One hundred dollars.

Section 14. Nothing in this ordinance shall prevent the sale of animal carcasses or parts thereof, or meat which have been shipped into the City of Fort Wayne from any other place where the slaughter houses or abattoirs are subject to inspection by the United States Government and such carcasses, parts, &c. of meat have been duly and properly inspected by the Inspector of the United States Government and the fact of such inspection stamped upon such carcass part shrivels or meat, and that nothing in this ordinance shall prevent any person who is not regularly engaged in the sale of meats from selling in said City any surplus meat which he may have, over and above his family supply, but all such meats shall be subject to such inspection as to family and sound condition, provided for in this ordinance and said rules of the Board of Health.

Section 15. It is hereby made the duty of the Dairy and Meat Inspector of the City of Fort Wayne, as is his assistants, to carry out the entire provisions of this ordinance and the rules of the Board of Public Health made and adopted hereunder to make the inspection herein provided for to condemn the flesh of any animals which have been slaughtered and handled contrary to the provisions hereof, or which have become infirm or noxious and in an unfit condition for human consumption.

Section 16. That as much of General Ordinance No 157 bring an ordinance entitled "An ordinance relating to nuisances" approved April 26th 1900, as is in conflict herewith, and any and all other ordinances in conflict herewith are hereby repealed.

Section 17. That this ordinance be in full force and effect from and after its passage and approval by the Mayor and City Council above.

Done at the Council Chambers in the City of Fort Wayne Indiana on the 26th day of November 1907

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of November, 1907, by a majority vote of all the members etc.

unprinted
See ordinance #361

unprinted
See ordinance

the foregoing costs cause demands attached and known as
General Ordinance No 344

H. C. Schuyler
President

J. Frank Mangenau
City Clerk

Presented to the Mayor for approval on the 30th day of
November, 1907

J. Frank Mangenau
City Clerk

Approved this 4th day of December, 1907

J. Frank Mangenau
City Clerk

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Sec. 1^o Each year \$1,500 -

Is about by Clerk, or his substitute, to administer, and also of certain
Court Notes, Clerks and Deputy Clerks of the City of Fort Wayne, as is used on the
1st day of December, 1850.

Sec. 2. It is ordered, by the Common Council of the City of Fort Wayne,
that the compensation and salary of the Clerk, and similar officers
mentioned by first, of this sum, and amounts ^{with} not less
named persons shall be and will be,

Each Sergeant of Police, Shall receive a salary at the rate of
\$960⁰⁰ per Annum,

Each Patrolman, Patrol Driver, Police Station Clerk, Police Station
Master and Court Bailiff of the City Court, during the first year of
his service in the City of Fort Wayne under the Board of Public Safety,
in any of the capacities above mentioned shall receive a salary
at the rate of \$720⁰⁰ per Annum,

Each Patrolman, Patrol Driver, Police Station Clerk, Police Station
Master and Bailiff of the City Court during the second year of
his service in the City of Fort Wayne under the Board of Public
Safety in any of the capacities above mentioned shall receive
a salary at the rate of \$780⁰⁰ per Annum.

Each Patrolman, Patrol Driver, Police Station Clerk, Police Station
Master and Bailiff of the City Court during the third and subsequent
consecutive years of his service in the City of Fort Wayne under
the Board of Public Safety in any of the capacities above
mentioned, shall receive a salary at the rate of \$840⁰⁰ per Annum.

Each Sentries Policeman shall receive a salary at the rate of
\$780⁰⁰ per annum,

The Auditor at the City Building of such City shall receive a
salary at the rate of \$660⁰⁰ per annum,

Sec. 3. That all ordinances or parts of ordinances in conflict
herewith be and they are hereby repealed.

Sec. 3. That this ordinance be in full force and effect on and
after January 1st.

John H.

No. 11
Court of the Common Council of the City of Fort Wayne
Indiana on the 10th day of December 1907

It is hereby certified that the Common Council of the City of Fort Wayne convened at a regular meeting held on the 10th day of December 1907 by a majority vote of all the members present did pass the ordinance annexed hereto and known as General Ordinance No 345.

H. M. Jones
President

A. Frank Zimmerman
City Clerk

Presented to the Mayor for approval on the 14th day of December 1907.

A. Frank Zimmerman
City Clerk

Accepted this 24th day of December 1907

H. M. A. Jones
Mayor

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Second, Civil, June 1846

Ordered by Council, under and by virtue of Section 1 of an ordinance entitled "An Ordinance governing the sale of Butter, Butter-ghee, the condensation of milk, whole cream, and regulating the sale of milk and cream, beginning January one thousand eight hundred and forty six, and continuing for the purpose of securing to obtain a license, to be held respecting his powers, duties and compensation; Providing a penalty for its violation, and repealing all laws in conflict with the same," as passed August 25th, 1807, adopted June 22^d, 1809, and being General Ordinance No 22.

I do ordain, by the Common Council of the City of Fort Wayne that Section 1 of said ordinance be and the same is so it's intended to read as follows:

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, That no person, firm or corporation, shall sell or offer for sale, expose for sale dispose of exchange or barter or will the intent so to do, have in his or their care, possession, custody or control any milk or cream, without first obtaining a license from the City of Fort Wayne so to do as in this ordinance provided, Any person firm or corporation desiring to obtain such license shall file with the Department of Health and Charities of said City, an application, in writing, for the same in such form as may be, by such Department required and shall file with such application a certified statement giving him or its name and address, the number of cows he or it owns or has charge of, the estimated average amount of milk or cream which he or it sells each day, the names and addresses and license numbers of all persons from whom he or it buys any milk or cream, the estimated average amount of milk or cream which he or it buys from such persons each day, and an estimated average amount of milk or cream sold by each of such persons from whom the applicant buys such milk or cream each day, and the number of cows owned by or in the charge of such persons. If such Department grants such application, it shall be the duty of the Controller of said City to issue license to such applicant upon the receipt of such application properly signed and approved by said Department of Health and Charities, and upon the payment by such applicant of five Dollars (\$5⁰⁰). Such license shall be granted for a period of one year and no longer.

Provided, That if such applicant is at the time of an

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entitled in such application, engaged in the selling at
retail of meat under license issued for that purpose in
accordance with the provisions of General Ordinance No 344,
the license herein granted for shall be granted to such
applicant without the payment of said Five Dollars.

Section 2. That this ordinance shall be in full force and
effected on and after its passage and approval by the Mayor

I, do witness,

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 14th day of January 1908

We hereby certify, That the Common Council of the City of Fort
Wayne Indiana at a regular meeting held on the 14th day of
January 1908, by a majority vote of all the members elect did
pass the ordinance herein attached and known as
General Ordinance No 346

N.C. Schewinn
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 17th day of
January 1908

J. Frank Mangrove
City Clerk

Approved this 24th day of January 1908

Wm J. Hessey
Mayor

General Ordinance No. 307

Introduced by [unclear] M. H. Morris. An ordinance approving and ratifying an agreement entered into on the 14th day of January 1908, by and between the City of Fort Wayne and the Fort Wayne and Wabash Valley Electric Company, for the lighting of the streets and alleys by said Company.

Whereas, heretoforeso on the 14th day of January 1908 in the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne & Wabash Valley Electric Company, relative to the lighting of the streets of said City by said Company, which contract is as follows:

This agreement, made this 14th day of January 1908, by and between the Fort Wayne & Wabash Valley Electric Company, party of the first part and the City of Fort Wayne by and through its Board of Public Works party of the second part witnesseth:

Whereas, by the agreement heretoforesigned by and between the City of Fort Wayne, by and through its Board of Public Works and the Fort Wayne Electric Light and Power Company and the amendments thereto made, bearing date of January 28, 1904 and approved by General Ordinance No. 223 of said City, it was provided that in consideration of the grants, rights, franchises and franchises herein contained and of the mutual conditions and agreements then of the said Fort Wayne Electric Light and Power Company agreed to rent to the City of Fort Wayne for the lighting of streets, alleys and public places within said City for and during a period of one year from the date of the approval and ratification of said contract by an Ordinance of the Common Council of said City three hundred and twenty-four (324) or more arc lamps and to keep the same lighted according to the Philadelphia Moonlight Schedule and at all other times at night when the moon is obscured, and the Mayor of said City or the Board of Public Works shall direct said lamps to be lighted, and the said City agreed to pay to said Electric Light and Power Company therefor at the rate of seventy Dollars per annum, payable monthly, for each electric arc lamp furnished and operated by said Light and Power Company, subject only to the rebates in said contract provided, with the right of the City to renew said contract from year to year upon the same terms and conditions.

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Whereas, the Fort Wayne & Wabash Valley Traction Company is now the owner by assignment of said contract and franchise and operating said electric lighting plant in the City of Fort Wayne; and

Whereas, said City is now constructing a municipal electric lighting plant and expects to have the same completed and ready for operation by July 1, 1908, and thereafter to discontinue with the service of the present arc lamps and the lighting thereof by said traction company;

Now Therefore, in consideration of the premises and of the several and mutual covenants and agreements contained, it is hereby agreed between said parties as follows:

1. Said party of the first part hereby agrees to rent to said City of Fort Wayne for the lighting of streets, alleys and public places within said City for and during a period of six (6) months from the first day of January 1908, three hundred and twenty-four (324) or more electric arc lamps but not more than three hundred and nine (398), being the number now maintained, and to keep the same lighted according to the Philadelphia Moon-light schedule and at all other times at night when the moon is obscured, and the Mayor of said City or the Board of Public Works shall direct said lamps to be lighted at the rate of Seventy Dollars (\$70⁰⁰) per annum, and shall maintain and keep in service the said arc lamps now provided and rented by said first party to said City from month to month thereafter at the same rate payable monthly provided, however, that the City may extend said period from month to month thereafter by giving at least thirty days notice in writing before the commencement of any of said months for which said City desires to extend said period, and the said City agrees to pay the said party of the first part therefor at the rate of Seventy Dollars (\$70⁰⁰) per annum in monthly installments payable monthly as in said contract and ordinance provided. At the expiration of said period of six months or at the expiration of such extension of time that said lamps shall be required by the City to be kept maintained and lighted, as hereinbefore provided, the said party of the first part shall as soon as practicable thereafter take and remove its said lamps and shall be released from all obligations to furnish lamps or light for the lighting of said streets, alleys and public places in said City, except as

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otherwise.

2. The party of the first part further agrees to furnish to the said city at the option of said city, upon thirty days notice before July 1, 1908 such sixty cycle two phase electric current of approximately 2300 volt potential as it may need and require for the purpose of lighting said streets, alleys and public places in said city, during such time as the City is getting its said electric lighting plant to be in good order and on a working basis by a power line to be run, constructed and maintained by the city at its own expense from the switch board of the Traction Company at its power house to the switch board of the City at its power station, and in constructing said line said city shall have the right to use without additional compensation, the poles of said Traction Company from its power station on Spy Run Avenue to Clinton Street, but the said power line by said City shall be so constructed and maintained as not to interfere with the present or any future lines of said Traction Company or said poles; and the City hereby agrees to pay to the said Traction Company at the rate of four (4) cents per Kilowatt hour for the current so furnished for said purposes and measured at the bus bar of the Traction Company, but the minimum amount to be paid shall be at the rate of Five hundred Dollars (\$500.00) per month for the purpose of covering the requirements and expenses of the Traction Company in keeping its machinery and apparatus in readiness to provide and furnish such electricity as and for such time as to do by the City, This Provision for the furnishing of such current for the installation and testing of said electric plant owned

shall be for a ~~time~~ limited period only or may be designated by said City for said purpose and not to exceed three (3) months, and the same may be terminated at any time by said City after ⁽³⁰⁾ thirty days' notice to the Traction Company by said City, but it is expressly understood that the agreement to furnish said current is subject to the ability of the Traction Company at the time to take on such additional load of requirements and the said Traction Company, its successor or assigns, shall not be liable for any burn-outs, accidents or injuries of any kind or character to the machinery or employees of said City, or to other property or persons caused by such current after passing from the bus bar of said Traction Company, which current shall thereafter be owned, controlled and managed solely by the said City.

3. It is further agreed that said Traction Company, its successors and assigns, shall not be liable for any delay or injury caused by breakage of machinery or other apparatus used by it in its said electric lighting plant or by strikes, riots, floods, fires, storms or other such causes none of which shall be construed as subtracted against hereby.

In witness whereof, the said parties hereto have hereunto set their hands this day and year above written

Ft Wayne & Wabash Valley Traction Company
By C. P. Emmons
Its General Manager

1881
City of Fort Wayne
By E J Lemon
Jesse Brosius
The Board of Public Works

See 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto for on the 14th day of January 1908 entered into by and between the City of Fort Wayne by and through its Board of Public Works and the Fort Wayne & Wabash Valley Traction Comp., in relation to the lighting of the streets of said city as fully set forth in the foregoing contracts, be and the same is hereby ratified and approved.

See 2. That this ordinance be in full force and effect from and after its passage and approval by the mayor

J. M. Henry

Moved at the Common Council Chambers in the City of Fort Wayne Indiana on the 28th day of January 1908

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of January 1908 by a majority vote of all the members elected for said the ordinance herein attached and known as General Ordinance No 347,

W. C. Schlueter
President

J. Frank Mungarwan
City Clerk

Presented to the Mayor for approval on the 3rd day of February
1908.

J. Evans. Wm. J. Evans
Secretary

Approved this 11th day of February 1908

H. C. [Signature]

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General Ordinances. No. 348.

Introduced by
J. W. Long

An ordinance changing the names of certain streets and
avenues in the City of Fort Wayne Indiana, or areas.

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne Indiana, that the following described Streets
and avenues shall hereafter be known and called by
the following names. Viz.

1st That St. Baker Avenue from St. Joseph Boulevard to Kentucky
Avenue be known as and called Delaware Avenue.

2nd That Burgess Avenue in Burgess, Gollingers and Hanna
Addition be known as and called Hanna Street.

3rd That Cleveland Avenue in Lumbard Park Addition
from West Main Street to Knott's Avenue be known as and
called Knott's Avenue.

4th That College Avenue in Morton Place Addition from
Hoagland Avenue to Fairfield Avenue be known as and
called Downing Avenue.

5th That Elija Avenue in Hanna Plat C from Kentucky
Avenue to its western terminus be known as and called
Forest Avenue.

6th That Emily Street from Spy Run Avenue to Spy Run Creek,
first South of Elizabeth Street be known as and called
Muscatine.

7th That Gladstone Avenue a continuation on the north of
St. Joseph Boulevard be known as and called St. Joseph
Boulevard.

8th That Ground Avenue, and Hicksville State Road from
Spy Run Avenue east to Walton Avenue be known as and
called State Street.

9th That Jarre Street in Rockhill's New Addition from Shilling
Avenue to the G. R. and I. Rail Road be known as and called
High Street.

- 10th That Lubina Avenue from South Wayne Avenue to Beaver Avenue be known as and called Wildwood Avenue.
- 11th That Maria Street in Rockhill Heir Addition from Shilling Avenue to S.R.R. and I.W.R.R. road be known as and called Third Street.
- 12th That Marshall Street from its eastern terminus east of La Fayette Street to Hoagland Avenue be known as and called Wildwood Avenue.
- 13th That Mill Road a continuation of Elizabeth Street on the west to Clinton Street be known as and called Elizabeth Street.
- 14th That Miller Lane (so called) a street with no name running east from Wells Street just north of Sixth Street be known as and called Miller Lane.
- 15th That Ne-Nee-Uh Avenue a continuation of Elizabeth Street on the east of Spy Run Avenue be known as and called Elizabeth Street.
- 16th That Pioneer Avenue (so called) on the south line of Fletcher and Winch Addition be known as and called Wayne Trace.
- 17th That Rebecca Street in Rockhill Heir Addition from Shilling Avenue west to S.R.R. and I.W.R.R. be known as and called Sinclair Street.
- 18th That St Joe Gravel Road a continuation of Crescent Avenue on the north in Forest Park Addition be known as and called Crescent Avenue.
- 19th That St Joseph Avenue in Pfeffer Addition from Wells Street west be known as and called Pfeffer Avenue.
- 20th That Harriet Avenue be known as and called Tennessee Avenue.
- 21st That Thamarita Street a continuation of Kentucky Avenue on the north be known as and called Kee Ave.

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22nd That Wright Street in Rock Hill Park Addition from
Shilling Avenue west to G.R. and I.R.R. be known as and
called Fourth Street.

23rd That Victor Avenue in Riedel's Addition be known as
and called Riedel Place.

Section 2. This ordinance shall be in full force and
effect from and after its passage and approval by the
Mayor.

G.W. Bourger.

In the Council Chamber in the City of Fort Wayne
Indiana on the 28th day of January 1908

The Council do hereby ordain and direct the Clerk to carry
out and execute all the resolutions set forth in the
ordinance hereto attached and known as
General Ordinance No 348

H. L. Miller
President

Frank Mungman
Secretary

Presented to the Mayor for approval on the 3rd day of
February 1908.

Frank Mungman
Secretary

Witnessed this 11th day of February 1908

N.M. Farley
Mayor

General Ordinance No 349

Subscribed by
John H. Neale

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and the Pioneer Coal and Wood Co., on the 28 day of January 1908, Relating to the purchase by said City of coal.

Whereas, heretofore on the 28 day of January 1908, the City of Fort Wayne entered into a contract with the Pioneer Coal and Wood Co., providing for the purchase of a year's supply of coal for said city from said Company in connection with the Water Works Department of said City, which contract is in the following:

This agreement made this 28 day of January 1908, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and the Pioneer Coal and Wood Co., party of the second part; witnesseth,

That in consideration of the purchase by said City from the party of the second part of its yearly supply of coal for the Water Works Department of said City, from the 1st day of January 1908 to the 31st day of December 1908, in the manner hereinafter provided the party of the second part hereby agrees to furnish to the party of the first part, during said period of time, such quantity as said City may desire of the following described coal, and for the price set opposite the same respectively.

Kind of Coal	Price F.O.B. Wines
Ho-Ho-Collay	
1 1/4 Lump	\$ 1.40
3/4 Lump	1.35
Run of Mine	1.15
N.W. S.	.80
Courte Slack	.65
Smilie Creek	
3/4 Lump	\$ 1.90
Run of Mine	1.15
Kanawha Splint	
1 1/4 Lump	\$ 1.45
3/4 Lump	.1.25
Run of Mine	1.10
Gas 3/4 Lumps	1.20
Gas Run of Mine	1.10

It is understood and agreed, that the Kanawha Gas 3/4 Lump

and the Kanawha Gas Run of Mine are as good and first class coal as the Smethers Creek 3/4 Lump and Run of Mine, and that said Kanawha 3/4 Lump and Run of Mine is equal for the purposes contemplated in the Water Works Department of said City in all things to said Smethers Creek 3/4 Lump and Run of Mine, and in case said Kanawha Gas 3/4 Lump and Run of Mine are not equal to or satisfactory as said Smethers Creek 3/4 Lump and Run of Mine then party of the second part agrees to furnish and deliver as herein after provided to the party of the first part Smethers Creek 3/4 Lump and Run of Mine at the same price as above set forth for Kanawha Gas 3/4 Lump and Kanawha Gas Run of Mine respectively; said City to buy from said Company all of the coal used by it in its Water Works Department during said period of time, so long as the kind, quality and quantity is satisfactory to said Board of Public Works, and the same to be shipped and billed direct from mines to said City, on either the Lake Shore and Michigan Southern Railroad or the New York, Chicago and St Louis Railroad, as may be directed from time to time by said Board of Public Works, and at such places in said City as said Board may direct.

Said City to pay all freight on all coal so purchased by it, and it is understood and agreed the present freight rate for all coal shipped from the Hocking Valley Mines is \$1.25 per ton, and the present freight rate on all coal shipped from the Kanawha and Smethers Creek Mines is \$1.40 per ton, but if lower freight rates can be obtained by party of the second part, then said city shall pay no more than the actual freight rate so obtained.

It is mutually agreed between the parties hereto that payments by the first party shall be made to second party on or before the 15th of every month, based upon previous weights on all coal delivered as aforesaid during the month previous thence. The strict performance of this contract by the party of the second part, and the prompt delivery of coal herein on cars from said mines, as aforesaid shall be subject to delay occasioned by strikes, accidents and other unavoidable temporary casualties in the operation of said mines, and want of car supply and failure of Railways Companies to deliver and place cars at the mines for loading, or other causes beyond the control of the party of the second part.

It is agreed between the parties hereto that, after the

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delivery of said coal on board of car by said party of the second
part, said party at the request of the first party, and, and to agent
of the party of the first part will use its best endeavors with carriers
to have said car of coal delivered as aforesaid billed and
sent forward promptly to destination.

It is also agreed between the parties hereto, and the party
of the first part covenants that the coal to be furnished under this
contract is to be used only in the pumping stations of the
City of the first part known as numbers one and numbers two
pumping stations in connection with its Water Works system
and shall not be sold to other parties or for other purposes.

The prices made in this contract are based upon the present
mine rate of ninety cents per ton for Bituminous coal for Tricking
Lump and 86 2/3 for Bituminous 2nd Cedar Grove Lump
Coal, and shall advance or decline as said rate of mine may
advance or decline during the period of this contract.

This contract shall not be binding or take effect until the
second party shall execute to the party of the first part a bond
in the sum of \$6,000, with sufficient surety thereon to be approved
by the Mayor and City Controller of the party of the first part
and conditioned for the faithful performance by the party of
the second part of all the terms, conditions and agreements
herein to be performed by it and until this contract has
been ratified and approved by the Common Council of said
city.

Witness our hands and seals this 28 day of
January 1908.

I, the City of Fort Wayne
By E. J. Lemire
Henry Schwartz
James Brosius
The Board of Public Works

Attest
J. F. Franke
Telegraph

Pioneer Wood and Coal Co

By C. E. Woollering
The President
J. H. Lurie
The Secretary

Dec 1. Be it ordained by the Common Council of the City
of Fort Wayne that the contract heretofore on the 28

January 1908, entered into by and between the city of
Fort Wayne, by and through its Board of Public Works
and the Pioneer Coal & Wood Co., as fully set forth in
the foregoing Article, to and the same is hereby in all
things ratified and approved.

Sec 2. That this ordinance be in full force and take
effect from and after its passage and approval by
the Mayor.

John S. Hulda

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 11th day of February

We hereby certify, That the Common Council of the City of
Fort Wayne Indiana, at a regular meeting, held on the
11th day of February 1908, by a majority vote of all the
members elected did pass the ordinance herein attached
and known as General Ordinance No. 110.

H. C. Schurin
President

I. Frank Mangovian
City Clerk

Presented to the Mayor for approval on the 14th day of
February 1908

*I. Frank Mangovian
City Clerk*

Approved this 24th day of February 1908

Wm L. Hulda

General Ordinance No. 350

Introduced by An ordinance approving and ratifying a contract entered into by and between the City of Fort Wayne and Frank Draker, providing for the removal of Garbage on the 16th day of December 1907.

I, James E. Thompson on the 16th day of December 1907, the City of Fort Wayne by and through its Board of Public Works entered into a contract with Frank Draker for the removal of Kitchen garbage and other matter during the year 1908, which

Ordinance No. 350

This 20th day of December 1907, James E. Thompson
the City of Fort Wayne by and through its Board of Public Works,
Party of the first part, and Frank Draker of the City of Fort
Wayne, Party of the second part, witnesseth:

> for the consideration hereinafter mentioned the Party
of the second part shall and hereby agrees to collect and remove
such kitchen garbage in cans, broken dishes, and glass as
during the year 1908, from any and all territory included within
the limits of the Party of the first part, as well as from any and
all territory which may hereafter be annexed to said city, during the
term mentioned in this contract; such kitchen garbage, in cans,
broken dishes and glass were to be collected and removed in
accordance with, and as provided by the specifications made and
Exhibit "A" and made a part of this contract, the agreements
conditions provisions and terms of which specifications shall
be performed by the parties hereto the same as if such specifications
the provisions thereof were contained in the body of this
contract.

In consideration of the covenants and agreements herein above set forth
the party of the first part agrees to pay to the party of the second part
the sum of \$4669⁰⁰ and sum to be paid in equal monthly
installments at the end of each month, and for the work performed
under this contract during such month less such deductions as the
said Board of Public Works may be authorized to make under
the terms of this contract, and the specifications so marked
Exhibit "A".

It is further agreed by the parties hereto that this contract shall
not by the party of the second part assigned, in whole or in
part without the written consent of said Board of Public Works
and the second party shall, and hereby agree, to furnish
a bond in the sum of Twenty five Dollars \$2500⁰⁰ to be
approved by the Board of Public Works conditioned that he will
faithfully comply with and carry out the terms and

stipulations on his part to be performed contained in this
agreement and the specifications so marked Exhibit "A"

Witness our hands and seals this day and year first
above written

City of Fort Wayne by.

I, Frank G. Draker
of the City of Fort Wayne
do hereby certify

E. J. Lamm
Henry Schwartz
George Boaine
Its Board of Public Works

Section 1. Be it ordained by the Common Council of the City of
Fort Wayne, that the contract entered into on the 16th day of
December 1907, by and between the City of Fort Wayne, by and through
its Board of Public Works and Frank G. Draker providing for the
removal of all kitchen garbage from said city as fully as forth-
in the preamble hereto be and the same is hereby approved
ratified and confirmed.

Section 2. That this ordinance be in full force and take effect
from and after its passage and approval by the Mayor
Frank Mungovan
Walter E. Rennell

We hereby certify, that the Common Council of the City of Fort Wayne
Indiana at a regular meeting held on the 10th day of March
1908, by a majority vote of all the members elected did pass the
ordinance herein attached and known as
General Ordinance No 350

W. C. Schucker,
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 18th day of March
1908

J. Frank Mungovan
City Clerk

Approved this 23rd day of March 1908

Wm J. Hough
Mayor

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General Ordinance No. 358

Introduced by [redacted] An ordinance confirming and approving a contract entered into on the 24th day of February 1908 by and between the City of Fort Wayne, by and through its Board of Public Works and the Pennsylvania Company, (hereinafter called the Company),

Whereas, on the 24th day of February 1908, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the Pennsylvania Company, which provides as follows:

This agreement made and entered into this 24th day of February 1908, by and between the City of Fort Wayne, hereinafter called the City, by and through its Board of Public Works, party of the first part, and the Pennsylvania Company, hereinafter called the Company, party of the second part; witness:

That the City of the first part by and through its Board of Public Works, under and by virtue of the power conferred upon it and the said Board of Public Works by the laws of the State of Indiana, does hereby, subject to the conditions herein expressed authorize and empower the said party of the second part its successors and assigns, from and after the approval and ratification of this contract by an ordinance of the Common Council of said City to construct, use and maintain a single track steam railroad of standard width over and along Murray Street in the City of Fort Wayne so that the center line of said proposed track shall begin at a point in the center of Murray Street industrial track as now constructed and laid on Murray Street, said point being 39.6 feet distant easterly from the west line of Barr Street, thence southwardly by a curve and in a circle to the right, 172 feet more or less to a point, said center line crossing the south line of Murray Street at a dist. 126 feet more or less easterly from its intersection with the west line of Barr Street, thence southwardly parallel with a distance westerly 109.8 feet measured along a line parallel with the south line of Murray Street from the west line of the alley between Barr and La Fayette Streets 78 feet, more or less to a point in the north line of the alley between Murray and Wallace Streets, thence continuing southwardly parallel with aforesaid west line of alley 12 feet, more or less to the south line of alley between Murray and Wallace Streets.

The said track herein authorized, to be laid and maintained is to be used for the switching and moving of freight cars to

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and from The Old Coal Company property to said main track of said Pennsylvania Company in Murray Street. The consent and permission herein given is upon the following conditions:

1st. That said track shall not be elevated above the grade of Murray Street, and the same shall be laid and maintained so as to conform with the established grade of such street as the same shall from time to time exist and in such way as not to be a nuisance and impediment to the ordinary and proper use thereof by wagons, carriages, or other vehicles along, upon or across such track at any point thereon; that the track and rails shall conform with the grade of the street as now established or as may hereafter be established to said street, and subject at all times to be taken up and relaid by the said Company its successors and assigns at its own expense whenever necessary for the purpose of removing, laying or repairing or replacing such street, constructing sewers, laying or repairing water mains or other pipes, or any other public improvement. In case the rails of such track shall not conform with the grade of the street as above provided the Board of Public Works shall notify the party of the second part, i.e.: The Party of the second part shall do the necessary work and make such track conform to any such grade within thirty days time from receiving such notice, and upon failure so to do, the Board of Public Works shall have the right to change such track and make such improvement and charge the costs thereof to said Company its successors and assigns, and in case such Company its successors and assigns shall fail to pay such expense within thirty days from the time said Board has rendered a bill therefor said City shall have a right of action to recover a sum against the said Company, its successors and assigns, and in case of such failure to pay such bill, and if suit is brought to recover the same said City shall be entitled to recover, in addition to the costs of such improvement, a reasonable attorney's fee.

2nd. Said Company shall leave between the rails of said track herein provided for on Murray Street, and two feet on the outside of each rail, from the intersection of said track with said main track to the curb stone on the north side of said Murray Street as said stone may now exist or be hereafter established. Said agreement to be a

vitrified facing brick made in accordance with plans and specifications to be furnished by the Board of Public Works and at the time said track is laid in said street, the said company shall repair said section of said street having authority to be occupied in the manner and to the extent set out at such time as the Board of Public Works of the City may require, and shall at all times keep said portion of said street in a good condition of repair. Said Company shall also pave between the rail and 2 feet on the outside of each rail to the full width of any side-walk that may hereafter be constructed on the south side of said street, said paving to be of material used in the balance of said sidewalk, and to be constructed according to the plans and specifications provided by the Board of Public Works or the City Civil Engineer of said City. That one way made necessary by laying of said track, shall be stone and maintained by said second party according to and under the direction of said Board.

It is further agreed that the Party of the second part shall cause to be constructed and properly maintained a suitable crossing over said proposed track in the alley between Waller and Murray Streets. Said crossing and track not to be elevated above the grade of said alley and to at all times conform with the grade of said alley as the same shall from time to time exist.

3rd That the use of said track by the party of the second part its successors and assigns having authority to be laid and maintained, is limited and restricted to hours between 12^o P.M. and 6^o A.M. of each day, and during all other hours of the day said track shall be clear and unobstructed for public use.

4th That said company, its successors and assigns shall not at any time haul to exceed six cars over and along said track having authority to be laid, and shall not load or unload any car upon said track and shall not allow cars loaded or unloaded to stand upon said street or side wall.

5th It is further agreed by and between the parties to this contract that if said party, its successors and assigns, fails to comply with any of the provisions of sub-division three and four of this contract said second party, its successors and assigns shall forfeit all rights and privileges by this contract granted.

The rights, privileges and franchises herein

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anted shall be vested in the Pennsylvania Company
its successor and assigns for a period of Fifty years
from the 22nd day of September 1903.

6th It is agreed by and between the parties hereto that
the tracks herein authorized shall be located to the approval
of the Board of Public Works and that the ties upon which
the rails rest shall be laid upon not less than six inches
of concrete.

7th That said party of the second part further agree and
binds itself its successors and assigns, to keep and hold
said track free and harmless from liability from any and
all damages that may accrue to any person or persons
on account of injury to their person or property, growing
out of the construction or maintenance of said track
or from the operation of cars thereon, and in case suit shall
be filed against said City on account thereof said party
of the second part, upon notice to it by said City will
defend said suit against said City and in the event that
judgment is obtained against the City, the second party
its successors and assigns shall pay such judgment with
interest and hold the City harmless therefrom providing
such judgment can be enforced in law against said

8th It is further agreed and understood that if said party
of the second part, its successors and assigns does not
occupy said street herein designated for the purpose herein
provided within one year after the approval of this Contract
by the Common Council, then in that case said second
party, its successors and assigns, shall forfeit all the
rights and privileges herein granted. Provided however,
that if said party is prevented from taking possession
of said street within the time herein stipulated by reason
of the judgment of any court; then in that event said Board
of Public Works may grant a reasonable extension of time

Witness our hands and seals the 24th day of February
1908

Attest
A. W. Keeler
Clerk

The City of Fort Wayne
By E. J. Lennan
Henry Schwartz
Jesse Brosius
Board of Public Works

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The Pennsylvania Company)

By J. B. McRae
(Se Seal)

Sec. 1 Be it ordained by the Common Council of the City of Fort Wayne that the contract hereto fore on the 24th day of February 1908, entered into by and between the City of Fort Wayne, by and through the Board of Public Works, and the Pennsylvania Company relating to the laying of a tract of Murray Street as fully set forth in the preamble hereto be and the same is hereby ratified and approved.

Sec. 2 That this ordinance be in full force and effect from and after its passage.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 10th day of March 1908, by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No. 351

W. C. Lechner
President

J. Frank Mungovan
City Clerk

Presented to the mayor for approval on the 13th day of March 1908

J. Frank Mungovan
City Clerk

Approved this 23rd day of March 1908

General Ordinance No 352

An ordinance ratifying and approving a contract entered into by the City of Fort Wayne and the Massillon Iron and Steel Company, on the 12th day of March 1908, for the purchase by said City from said Company of iron pipe and castings for the water works department.

Whereas heretofore on the 12th day of March 1908, the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with the Massillon Iron & Steel Company, for the purchase by said City of cast iron pipe and special castings for use in the water works Department of said City, which contract is in the following:

This Agreement made and entered into this 12th day of March 1908, by and between the City of Fort Wayne; by and through its Board of Public Works, party of the first part and the Massillon Iron and Steel Company, a corporation, party of the second part witnesseth:

That the party of the first part agrees; and hereby binds itself to, buy and the party of the second part hereby agrees and binds itself to sell and deliver to the party of the first part, the following pipe and special castings:

150 tons of 6" pipe
100 " " 8" "

250 " " 12" " and such special castings as said Board may deem proper and necessary for the proper and necessary use of said five hundred tons of pipe.

It is further agreed that said City shall pay to said party of the second part, for said pipe at the rate of twenty-two dollars and sixty cents (\$22.60) per ton, and for said special castings at the rate of two and one-half (2 1/2) cents per pound, all F.O.B. care City of Fort Wayne at place of delivery.

Party of the second part to furnish all of said pipe and special castings to said City from time to time so that delivery of all said pipe be made in Fort Wayne, Indiana, not later than the 1st day of May 1908.

It is further agreed and understood that said pipe and special castings shall be material of the kind, and manufactured in the manner, specifically described in the specifications therefor a copy of which are attached hereto and made a part hereof, and all the provisions

specifications, terms, and conditions, including the kind of material, method of manufacture, tests, cleaning, inspection and weight etc., are hereby made a part of this contract, and binding upon the parties hereto the same as if copied herein in full, except as herein changed or modified.

It is further agreed the Section 11 of said specification shall be changed and modified to read as follows:

11. Delivery. The pipe and special contingencies shall be delivered on board of cars in the City of Fort Wayne, Indiana, free of charge to said City, and at the most convenient point for handling the same in the different sections of either the Lake Shore and Michigan Southern Railroad or the New York, Chicago & St. Louis Railroad, such convenient place to be designated from time to time by said Board. The pipe shall be in good condition subject to such reasonable test as the City may require. Each car will be accompanied by a statement from the contractor giving name of each pipe and special and at the time and the certificate as above described.

Witness our hands and seal the day and year first above written,

Attest
Julian F. Franke

City of Fort Wayne
By J. F. Franke.
Henry Schwartz
James B. Morris
Board of Public Works

Marsillon Iron & Steel Company
By F. and F. Marsill
etc.

Dec. 1 Be it ordained by the Common Council of the City of Fort Wayne that the contract herein for on the 12th day of March 1908 entered into by and between the City of Fort Wayne, by and through its Board of Public Works and the Marsillon Iron and Steel Company relating to the purchase of pipe for the Water Works, as fully set forth in the preamble herein, be and the same is hereby in all things ratified and approved.

Secton 2. This ordinance shall be in full force and take effect on and after its passage and approval by the Mayor.

March 1

No. 2. by certify. That the Common Council of the City of
Fort Wayne, Indiana, at a regular meeting held on the 24th
day of March, 1908, by a majority vote of all the members
elect did pass the ordinance hereinabove attached and known
as General Ordinance No. 353.

H. C. Schlueter,
President

J. Frank Mengovian
City Clerk

Presented to the Mayor for approval on the 27th day of
March 1908

J. Frank Mengovian
City Clerk

Approved this 3rd day of April 1908

H. C. Schlueter
President

General Ordinance No 353

Introduced by Wm A Bayne An ordinance authorizing the alienation of city property of the value of less than \$100⁰⁰ without an appraisement.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that it having been shown to the council there is under the control of the Board of Public Works of the city of Fort Wayne, in the water works and street cleaning Department, a large quantity of scrap iron, which is of a value less than (\$100⁰⁰) that the Mayor of the City of Fort Wayne is hereby authorized to cause said scrap iron to be sold by the City of Fort Wayne without an appraisement being made thereof, and that the Mayor, may, by his authority, sign any and all papers that may be necessary, to consummate the sale of such property.

Section 2. This ordinance be in full force and effect on and after its passage and approval by the Mayor

William H. Hayes,

We the undersigned, the Common Council of the City of Fort Wayne, Indiana do, by resolution, direct, on the 20th day of March 1908, to convey out of all the moneys and funds now or hereafter accruing to the City of Fort Wayne, the amount of \$100⁰⁰, to be used for the payment of the expenses of the General Ordinance No. 353.

"C. Schlesier
President

Frank T. Young
City Clerk

Presented to the Mayor & Co. at the 21st day of
March 1908

C. Frank T. Young
City Clerk

Approved, This 3rd day of April, 1908

William H. Hayes

General Ordinance No 354

roduced by Michael Kinder An ordinance confirming and approving a contract entered
into on the 9th day of March 1908, by and between the City
of Fort Wayne, by and through its Board of Public Works and
S.F. Bowser & Co.

Whereas on the 9th day of March 1908, the City of Fort Wayne
by and through its Board of Public Works, entered into a
contract with S.F. Bowser & Co., which contract is in the
following words:

This agreement, made this 9th day of March 1908, by and
between the City of Fort Wayne by and through its Board of
Public Works, party of the first part, and S.F. Bowser & Company
here, party of the second part, witnesseth:

Whereas, the party of the second part desires to procure
a sidetrack connecting the main tracks of the Pittsburg,
Fort Wayne and Chicago Railroad Company with the
manufacturing plant of said second party in order to facilitate
the shipping to and from said plant of such property as party
of second part may desire, and whereas said Railroad Company
is unwilling to construct such sidetrack for said purpose, now

Therefore, in consideration of the covenants and
agreements to be performed and complied with by the party
of the second part as hereinafter provided, consent permission
and authority are hereby granted and given by the City of
the first part to the party of the second part to construct, maintain
and operate or cause to be operated, a single track railroad
across Thomas Street opposite Lot 76, a single track across
Thomas Street opposite Lot 77, in Grimes Subdivision in the
City of Fort Wayne, to be erected in a single track west of
Thomas Street before reaching the Alley between Thomas
Street and Oliver Street, to operate a single track along the
said Alley southwardly from said lot 77 across Horace
Street, Buchanan Street, Grimes Street, East Croington Avenue
to Hurd Street, thence southeasterly across Thomas Street
to and on the east portion of Hurd Street, hereinafter erected as
a street all in accordance with a plan hereto attached
and made a part hereof, and on which flat the line
and route of said track is marked and indicated by the
red line shown. No car or cars to be operated on said
tracks between the hours of eight o'clock P.M. and 6 o'clock A.M.
It is understood and agreed that the consent, permission and

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authority, Revenue, and control over whom the following items
are contained.

1. That part of the second part, if it desire to avail itself of the
benefits of the consent, concessions, and authority herein
granted, shall make the complete construction of said tract
within nine months from the date hereof, and in the event
that it so avails itself of such grant, permission, consent
and authority, then it shall cause the completion, reconstruction
of said tract, within thirty days from the time its con-
sent, the one and within the period of nine months, as above
stated, and shall at no time in the reconstruction of said tract
or other for any purpose, injure any of the streets, alleys, messuages,
or any portion of time, in excess of five days, but in the event
that part of the second party, framewith, from and by its wish
any of the above considerations, by reason of any urgent or
any cont'l. there, said Board of Public Works may grant
a reasonable extension of time as to any one of the above
provisions.

2. Said tract, shall be taken up in sections, leaving
only a small portion of the lot of the said tract not needed, and
shall not be cleared above and shall be, road work, and
reconstructed, or so to do at all times conform with the established
grade of the streets and alleys in such tract as well, as in
such a way as to be an impediment to the ordinary and
regular use thereof for all purposes to the public in passing
along, upon, and across said tract, at any point therein,
that said tract and the walls thereof, shall conform with
the grades of the streets and alleys now established, or to be
hereafter established by said city, and subject at all times
to be taken up and relaid by said party of the second part
at its own expense, for the purpose of regrading, paving,
and repairing and repairing such streets and alleys, and
for the purpose of constructing or repairing sewers, laying or
replacing walls mains or other pipes, or for any public
improvement. And in case it becomes necessary, in the
opinion of said Board of Public Works, to take up said
tract for any of the purposes above enumerated, or in
case said tract shall not conform with the grade of said
streets or alleys as above provided, said Board shall notify
said party of the second part that it is, in the opinion of
said Board, necessary to take up said tract for any of said
purposes, or that said tract does not conform with the grade

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of said alley or streets, as the case may be, and said party of
the second part shall take up said track for such purpose, within
such time and for such length of time, as the said Board
shall in said notice require, in case such notice is as
to remove or rearrangements as above stated, or shall make
said track conform to any such grade within thirty days
time from receiving such notice, in case such notice is
as to the grade of such street or alley, and upon the failure
of second party so to do said Board of Public Works shall
have the right to take up such track, to make such improvement
or repair, or to make such track conform to such grade, and
charge the cost thereof to said second party, and in case said
second party shall fail to pay such cost or expense within
thirty days from the time said Board shall have rendered
a bill therefor, the said city shall have a right of action
to recover such cost or expense against said second party
together with a reasonable attorney fee for the collection
whereof.

3. If said streets or said alley or crossings or any of
them after said said second party shall pay for so much
as lies between the rails of said track, and for a space
of one foot on both sides thereof, and in case any of such
crossings are constructed said tracks shall be removed
and relaid to conform with the grade of such street or
alley as found, and a foundation laid, at the expense of
second party, under the ties of such track of six inches
of concrete. The second party shall repair said parts
of said streets and the alley in the manner, and at such
times, as the Board of Public Works may desire, and
shall at all times keep said portions of said streets and
alley in a good condition of repair.

4. That said carts of the second part shall not at any time pull
or allow to be hauled, to exceed two (2) cars over and along
any part of the track herein authorized to be laid, nor at any
greater speed than five miles per hour, and shall not load or
unload any cars or leave the same to stand upon any of said
tracks along the line of said track. No steam railroad
locomotive shall be used in said alley. If cars are
run backward the second party shall cause a bell to be
constantly rung while moving at the front end of first car.
The motive power shall be equipped with suitable and
effective air appliances so arranged that the same can
be attached to the air brake apparatus on the cars.

5. In case hereafter the said and word tract or said Board
Company shall be elevated through said city, then and in that
event, the said and Company, by whom given shall terminate, and
party of the second, said shall cause at the end of year, the 1st, of said
year, and place said street, and other in or about, and other
conditions for travel, and of car or other in the manner
hereby herein and, second in to, at its pleasure, same considered
to be elevated, according to pleasure and specifications herein
by and under direction of the said Board above.
6. The Board of the second, party shall be bounded and contain
the said tract in such a manner, as to not interfere with
interfere with the drainage of the surface waters on said street,
and alley, and shall, when so treating said tract, same and
cross said street about the same under the direction of said
Board of Public Works, and in this may be assisted by said Board.
7. Party of the second, party further agrees and binds itself to, and
and holds said city, free and harmless from all and other liability
from any and all damages that may become to any person or
tenant or proprietor on account of any injury to their persons
or property growing out of the construction, maintenance or
operation of a canal, stream or any reservoir or operation, which is
done in said city, or filed against said city in account the said and
parties of the second, party, when due to do it so said, shall, in full
and before, at the time and same, and in the event of a demand to
make and in said action against said city, the party of the second
party shall pay such judgment with all costs and hold the city
harmless therefrom, and said second party shall execute to the
party of the first party a bond with sufficient surety, to be allowed
by said Board of Public Works, payable to said city, in the sum
of one thousand dollars, conditioned for the faithful
execution by said second party, of all the conditions and
provisions contained in this contract to be performed on its part
as written, and due to time, where ever demand by said Board of
Public Works renew said Board.
8. It is further agreed that if second party fails to comply with
and perform any of the provisions of sections one, two, three, four
six and seven of this contract, the course, permission and
authority herein granted shall at once terminate and second
party shall forfeit all rights hereunder, and shall cause the
removal, at its expense of all track that may be laid hereunder
and place said street and alley in as good and safe

condition for travel, and of the same material, as the
remainder thereof are.

9. It is further understood and agreed that this contract,
and the provisions thereof, shall be binding on the successors
and assigns of the party of the second part.

10. The consent, permission and authority hereby granted
shall continue for the period of twenty-five (25) years from
the date hereof.

Witness our hands and seals

Attest
F.W. Becker
elect.

E. J. Larrison
Henry Schwartzky
James Brassier
Board of Public Works

S. F. Bowser & Co. Inc.
by S. F. Bowser President

Section 1. Be it ordained by the Common Council of the City of
Fort Wayne, That the contract heretofore entered into by and
between the City of Fort Wayne, by and through its Board of Public
Works, and S. F. Bowser & Company Inc., as fully set forth in the
Preamble hereto be and the same is hereby in all things confirmed
and approved.

Section 2. That this ordinance be in full force and take effect
from and after its passage and approval by the Mayor

Michael Kie

I hereby certify, That the Common Council of the City of Fort Wayne
Indiana at a regular meeting held on the 24th day of March, 1908,
by a majority vote of all the members elect, did pass the ordinance
herein, to all o'clock, and known as General Ordinance No 354
H. C. Schreiber
President

J. Frank Mungovan
City Clerk

(Presented to the Mayor for approval on the 27th day of March 1908)

J. Frank Mungovan
City Clerk

Attest, and this 3rd day of April 1908

J. F. Mungovan
V. M. G. Inc.

General Ortho. name. No. 355

I, produced by
R.H. Garrison
(in order to cause false filing and offering to a court or sustained into the
City of Fort Wayne on the 26th day of February 1908, with the Signal
Sleve Alarm Co. relative to the installation of the Police Alarm
System.

Whereas, having force on the 26th day of February, 1908 the City of Fort Wayne by and through its Board of Public Safety entered into a contract with the Signal Telephone Alarm Co., relative to the installation of a Police Telephone and Telegraph Alarm System, which contract is in the following words:

For assessment - ad. 18: 26th day of February 1908, to and
between the Big Alphonse Blaine Co. (a Wisconsin corporation)
of Milwaukee Wisconsin, City of the first Court, and the City of
Fort Meigs, by and through its Board of Public Safety (a New York
corporation), - city of the second Court; Wit. and s.

I had the said first 5 days to ready agree to furnish, construct and install a Police telephone and telegraph alarm system and apparatus, and have the same now, ¹⁹⁰⁰ State and ready for operation within ¹⁹⁰⁰ sixty days from the date hereof, per the said complete specifications in a specification in matter of art to said alarm system, equipment and apparatus to be installed in the most thorough and workmanlike manner and in conformity, and in accordance with, the terms of this contract and the specifications therefor attached hereto and made a part of this contract.

It is further agreed between the two firms, to the effect that said second party will nominate sufficient mechanics, who are to properly install and operate all equipment, apparatus, tools and instruments to be supplied according to this contract, the same to be installed in the space so furnished, in a manner

It is further agreed between the parties hereto that the party of the first part in the installation of said system shall use the wire now in use by said City in connection with its present police alarm system, and the twenty miles of wire referred to in said specifications shall be furnished by the party of the first part in addition to the wire so now used by said City; that all dates of delivery of good and completion of work shall be contingent upon strikes, delays of carriers and other unavoidable causes not produced by the party of the first part and the party of the first part guarantees that the apparatus and material furnished and the said police telehone and telegraph alarm system when completed shall be of the best

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mentioned and described in said specifications and this contract, and will keep the same in first class working order free from all disturbances by reason of cause, from defective workmanship or material, for a period of four years from the date hereof, and will make any and all repair necessary to keep the same in that condition during said time against failure by reason of deterioration from the ordinary effects of atmosphere, defective work or material, general wear and tear, loss from ordinary and proper use, and will hold and save said second party harmless from any and all loss whatsoever, financially or otherwise, by reason of infringement of patents on account of the use of any devices or instruments furnished, and from any and all suits growing out of any such alleged infringement, And will save said City harmless from any and all damages that may accrue to any person or property growing out of, or connected with, the installation of said police alarm system, and will defend any and all actions for any such damage or royalties for such alleged infringements that may be instituted against it or said second party, and will pay any and all judgments that may be rendered in any such actions.

Party of the second part shall retain until the final acceptance of the work herein called for the certified check of two thousand dollars deposited by the party of the first part with the party of the second part to guarantee the faithful performance by said first party of this contract, but the retention of said check shall not in any way release the party of the first part from the complete performance of said contract or any damage herein mentioned.

The first party shall execute to the second party, upon the acceptance of said work, a bond with same responsible in only company as surety, in the sum of Four thousand dollars, to protect said City on the Guarantee of the party of the first part as to the apparatus installed, for one year after the date of the acceptance of said work, at which time the party of the first part shall furnish to said City a bond in a like sum, for a period of four years from the expiration of said first bond with all the officers of the Surety of the first part as surety, to protect said City on said Guarantee for said remaining four years. All underground work including furnishing material in connection therewith to be done by city, but such work to be conducted by first party to other work.

Witness our hands and seals this 26th day of February 1908

Signalphone Alarm Co
By E. F. March Agent

City of Fort Wayne
by George Herrman
James L. Hayes
Calvin K. Riemer
The Board of Public Safety.

Milwaukee Wis February 21st 1908
To the Honorable Mayor and Board of Public Safety
Fort Wayne Indiana

Replies:-

In writing having been given your old equipment, and having
conferred with our Company concerning the value of it, we have
offered you an offer on behalf of the Signal Phone Alarm
Company, of Two hundred fifty (\$250) Dollars, for the same
according to remove at our own expense the various items, consisting
of fifteen old signal boxes, exclusive of telephones, fifteen bottle
and headquarter equipment consisting of counters, registers,
and some old style bells.

Respectfully yours
Signal Phone Alarm Co
By E. E. Salisbury
Agent Sept.

Fort Wayne Indiana February 26th 1908
In view the Board of Public Safety of the City of Fort
Wayne, Indiana decides to accept the above offer of \$250⁰⁰ a
credit of \$250⁰⁰ will be allowed on the contract price of
\$6184⁰⁰ leaving a balance to be paid by the city in the sum
of \$5934⁰⁰

Respectfully
Sig. alarm phone company
By E. F. March
Agent

Proposal and Specifications
for supplying Police Alarm Equipment and Apparatus

To the Honorable Board of Public Safety
of the City of Fort Wayne Indiana

Dear Sirs:

We herewith respectfully submit a proposition for supplying a Police Alarm System equipment and apparatus in accordance with following attached specifications and terms.

All of the specified material equipment and apparatus we propose and agree to furnish and install in the most thorough and workman-like manner, and have the same completed and ready for operation within 90 days from date of contract for the sum of Six Thousand one hundred and eighty four Dollars it being understood that the City of Fort Wayne, will furnish sufficient and suitable space to properly install and operate all equipment apparatus and instruments, to be supplied according to this proposal.

Within Ninety days after notice of completion of installation of the specified material equipment and apparatus the City of Fort Wayne shall have the same inspected, and if found to be set up and completed in faithful compliance with the terms and conditions of the contract and in conformity with the specifications, the same shall be accepted and payment made therefor according to the terms of the contract which shall be not Thirly days from date of acceptance of work. But in case inspection shall not be made within the time above mentioned, then said equipment shall be considered fully accepted and the City of Fort Wayne shall pay therefor according to the terms of contract.

I may be understood that the future price of Police Alarm instrument, of the type proposed to be supplied in accordance with this proposal shall be not to exceed Eighty Dollars each.

That all date of delivery of goods, and completion of work shall be contingent on strikes, delays of carriers and other unavoidable causes.

Apparatus manufactured by this Company is guaranteed during reasonable time against failure by reason of deterioration from the ordinary effects of Atmosphere, defective workmanship or material wear and breakage from ordinary and, proper use, and against injury from the effect

of abnormal currents or lightning.

This Company will hold the City of Fort Wayne harmless against any loss whatsoever, financial, or otherwise, by reason of infringement of patents, or account of the use of designs and parts supplied.

Respectfully submitted
Signalphone Alarm Company
to S. G. on b

The foregoing proposal with attached specification annexed, accords with the Signalphone Alarm Company is authorized to execute a contract in accordance with the terms and conditions specified and submit the same to the proper authorities of the City of Fort Wayne for approval.

Switchboard and Headquarters Cabin & Specification.

One (1) four (4) Circuit, submersible, one hundred ampere and storage battery switchboard and cabinet, with all necessary devices, instruments and switches for controlling and handling the power charging and service battery currents, signal bell circuits, and such other local circuits as may be required to properly handle the signal service contemplated by these specifications. This cabinet and switchboard to consist of a finely finished quartered oak deck and cabinet, a son a rich, dark, brown mounted on panel of plate of sufficient size and dimensions upon which to mount all of the instruments, apparatus and switches, mounted flat, the reverse, without the same being in a crowded condition. Panel to be mounted in a nest behind oak framework, securely fastened, and mounted above the cabinet with the whole to be located and securely fastened in such place as may be designated by the proper authorities of the City of Fort Wayne.

One (1) panel board and cabinet shall be mounted in a nest work, mahogany and artistic manner the following not to enter the cabinet, all of which shall be wired to conveniently located wire terminals for attaching the incoming line and battery wires, all wire connections and electrically connected parts to be of high current carrying capacity.

One (1) Weston Dead Beat Voltmeter, reading from "0" to "15".

One (1) Weston Ammeter reading from "0" to "1" amperes.

One (1) Double bar circuit breaking switch to control largest incoming power current.

One (1) Set of power fuses of proper capacity to carry the current required, and to protect the instruments and switchboard.

One 1 lamp's stem auto switch, and makes and breaks for testing instruments and batteries, occasioned by injury from dangerous emergencies, such as arise from the effects of abnormal currents, from the reversal of polarity, or cessation of the charging current.

A sufficient number of resistance lamps for regulating the charging current to the proper E.M.F. and flow required for charging the storage batteries.

One (1) Rheostat for controlling the resistance lamps.

One (1) Multiple gang charging switch, arranged in the charging current circuit for throwing the charging current from one set of batteries to another.

Two (2) Sets of double lever switches for controlling individually each separate bank of batteries.

Four (4) Combination lightning arrestors and circuit terminal blues cutouts for controlling signal box circuits.

Four (4) Sets double line proper amper glass covered fuses in street box circuits.

One (1) Multiple gang circuit switch for throwing the signal box circuits from one set of batteries to another; This switch arranged to operate automatically in conjunction with the multiple gang charging switch with crank lever, and to be of the make before break type so that the normal condition of the box circuits will not be disturbed when switching.

One (1) Single lever switch arranged for connecting the alarm bells of the signal box circuits to test for grounds, etc.

One (1) Single bar switch for controlling headquarter ground wire actions.

A sufficient number of controlling wires connecting the Chief office patrol wagon barn, fire headquarters and such other points as may be required.

Two (2) Single bar switch for controlling local register circuits.

One (1) single bar switch for controlling the office bell circuit.

One (1) Metallic circuit relay.

One (1) Ground circuit relay.

One (1) Multiple punch register for obtaining a permanent record of signals as received at headquarters.

One (1) Auto. rate register paper take up reel.

One (1) Headquarters emergency telephone set with hook connection for adapting the telephone to anyone of the circuits for conversation to outlying boxes and stations.

One (1) Visual signal lamp arrangement to indicate where telephone conversation is desired from the street boxes, and from other outside points.

One (1) Office signal bell to be used in place of his or hers when desired.

One (1) Automatic time stamp, to stamp a record of the exact time when signals are received, giving the minute, hour, day, month, and year.

One (1) Self winding electric time clock.

One (1) Combination volt meter and ammeter being set for obtaining the R.M.S. and flow of the charging current.

One (1) Bi-metallic bar of combination spring Hacksaw material, for connecting simultaneously both the voltmeter and ammeter with anyone of the service battery circuits, to obtain a break reading of 1600 ohms, and for use of the batteries under all conditions, with the movement of the spring Hack saws.

One (1) Spring Jack arranged to test the street box circuits for ground escape or other wire interruption. Jack Springs for cutting in the Volt meter and ammeter shall be full spring material with copper contacts, and each sprung jack shall be arranged so that a reading may be obtained on both meters simultaneously, or on either meter separably, without the use of flexible cord attachment to the sprung jack.

In addition to the switchboard and instruments specified above, there shall be furnished the necessary number of cells of the best type of storage batteries, divided into two sets, for properly handling the service.

Suitable battery racks shall be provided, and said batteries shall be arranged that one set shall be charging or idle, while the other set is furnishing the service. It being understood that the City of Fort Wayne will furnish suitable space for properly installing the same.

One (1) Telephone set with signal bell for control from Engine Room.

One (1) Signal bell for patrol gun.

Specifications for wire for fire alarm system and main power system.

Twenty (20) miles of No. 12 B & S. gauge hard drawn triple insulated weatherproof copper wire with all the necessary fixtures, contacts and insulators for properly installing the same. It being understood that the City of Fort Wayne will obtain permission to occupy for such purpose the necessary poles and buildings throughout the City, and shall secure the necessary right of way through the public highway for the wire.

All wire connections to be soldered, or made with sleeves and properly taped, all line contacts to be screw glass and porcelain insulators, of the very best type. Steel boxes shall be mounted on suitable back-board, and connected to main line circuit with No. 14 rubber covered copper wire, &c.

insulated and securely fastened and to be protected and to a distance of at least five feet above the street boxes with suitable iron pipe, the tops of which shall be protected with a water protecting cap or "f.".

Suitable and efficient protecting ground wires shall also be installed as required.

Spec. 656. etc. - 7

If a manual time stamp is substituted for the automatic time stamp, a reduction of \$200 may be made in the price stipulated in this proposal.

If more or less wire is required than the number of miles specified, then, out of \$1000 per mile for #12 wire, and \$1150 per mile for #10 wire, may be added to or deducted from the price stipulated in this proposal, for each mile of variation as the case may be.

If No. 10 is substituted for the No. 12 gauge wire, (other qualities and insulation being the same as specified,) an addition of \$150 per mile must be made in the price stipulated in this proposal.

In case the City of Fort Wayne desires to furnish, manufacture and install all wire circuits, exclusive of placing street boxes and headquarter apparatus, and connecting into the same, a reduction of one thousand four hundred & fifty (\$1850) Dollars may be made to the price stipulated in this proposal, which is based on furnishing and installing Twenty (20) miles of No. 12 wire as specified, and a corresponding reduction may also be made if price were based on Twenty (20) No. 10 wire.

Specifications Type No. 51 Police Alarm Box. Double Door Pattern.

Forty (40) Police Signal Street Boxes, shells of heavy cast iron, coated with weather-proof enamel; brass door hinges, heavy solid brass locks, each lock equipped with two keys all keys uniform; heavy solid brass clock work mechanism, made of material which will not deteriorate from the effects of heat, cold or dampness, and treated with a coat of finish to prevent corrosion; electro-mechanism protected by a separate inner case of solid brass, the face of which is covered with heavy plate glass; mechanism protected against injury from abnormal currents and lightning.

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means for preventing dangerous electric currents from penetrating
the metal parts of the instrument, with which users may
accidentally come in contact; signalling arrangement, which can
be operated from the outside of the box, without opening the door, which
signal is known as the patrol wagon call; means for transmitting
a signal for distinguishing the patrol wagon call from other signals
instruments equipped with complete washers, roof lead plates
every telephone; instruments connected to insulation rough
and hard usage, and to have a high current carrying capacity
and means for obtaining instant telephone connection without
depending on the signalling mechanism.

Section 1. Be it ordained by the Common Council of the City of
Fort Wayne, that the contract entered into on the 26th day of February, 1908, by and between the City of Fort Wayne, by and through its Board
of Public Safety, City of the first Seat and the Telegraph Alarm
Co., party of the second part, relative to the installation by second
party of a Police, Telephone and Telegraph Alarm System in
said City as fully set forth in the foregoing Schedule and the
same is hereby in all things ratified and approved.

Section 2. That this ordinance be in full force and effect on
and after its passage and approval.

We hereby certify, That the Common Council of the City of Fort Wayne
Indiana at a regular meeting held on the 24th day of March 1908,
by a majority vote of all the members elected to said body, did pass the ordinance
hereunder attached and known as General Ordinance No. 355.

W. C. Schriener
President

J. F. and T. M. Morgan
City Clerk,

Presented to the Mayor for approval on the 27th day of
March 1908

J. F. and T. M. Morgan
City Clerk.

Approved this 3rd day of April 1908

William D. Tracy

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Ordinance No. 356

Whereas, by and between the City of Fort Wayne and the Fort Wayne Gas Company on the 27th day of March 1908,

Whereas, hereto from on the 27th day of March 1908 the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and the Fort Wayne Gas Company, party of the second part entered into a contract relative to the supply and distribution of artificial gas in the City of Fort Wayne, which contract is in the following:

This Agreement, made this 27th day of March 1908, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, party of the first part, and the Fort Wayne Gas Company, a corporation created under the laws of Indiana, party of the second part; witnesseth that:

Whereas, on the 20th day of November, 1888, and as amended on the 24th day of January 1889, the Common Council of said City duly passed an ordinance granting to the Salamonie Mining and Gas Company, and its successors and assigns, the right privilege and authority to use the streets of said city, public places of said city for the purpose of laying and maintaining therein pipes for the supply of natural or manufactured gas to the inhabitants of said city, under the terms and conditions herein set forth; and,

Whereas, said Salamonie Mining and Gas Company laid and maintained such pipes in said streets, alleys and public places of said city, and supplied natural gas to such inhabitants through the same until the 1st day of December 1894 where it sold, assigned, transferred and conveyed all its property, rights, privileges, easements and franchises and all rights under said ordinance to the said Fort Wayne Gas Company which is now the owner thereof, which continued to supply such natural gas until the failure thereof; and,

Whereas, by Section 16 of said ordinance it was provided as follows:

Sec. 16. And should said company des cover at any time that it cannot furnish natural gas to consumer through the lines of its pipes in said city, it shall have the right under this ordinance to manufacture, sell and deliver any other kind of gas and heating fuel at and for any price

not in excess of the prices set out in the schedule herein contained but subject to all the other provisions of this ordinance, relating to revision, prices, sales, etc. and subject to the laws of the state and the ordinances of the city, now in force, or which shall hereafter be ordained, relating to public health or welfare.

Art. 16. That artificial or produced gas cannot be supplied at the rates in said ordinance provided, and the provisions of said section and ordinance for revision, prices, sales etc are not applicable to artificial gas of the kind and quality herein specified;

Now, Then, in consideration of the mutual and several agreements of the parties herin contained, It is hereby agreed by and between the parties hereto as follows:-

1. That section 16 of said ordinance be and the same is, hereby amended so as to read as follows:-

"Sec. 16. And should said company discover at any time that it cannot furnish natural gas to consumers through its lines of pipes in said city, it shall have the right under this ordinance to manufacture, sell and deliver any other kind of gas and heating fuel at and for any price not in excess of the prices set out in the schedule herein contained but subject to all the other provisions of this ordinance, relating to revision, prices, sales, etc., and subject to the laws of the state and the ordinances of the city, now in force, or which shall hereafter be ordained, relating to public health or welfare."

And Whereas, artificial or produced gas can not be supplied at the rates in said ordinance provided, and the provisions of said section and ordinance for revision, prices, sales etc are not applicable to artificial gas of the kind and quality herein specified,

Now, Then, in consideration of the mutual and several agreements of the parties herin contained, It is hereby agreed by and between the parties hereto as follows:-

Sec. 16. And should company discover at any time that it cannot furnish natural gas to consumers through its lines of pipes in said city, it shall have the right under this ordinance to manufacture, sell and deliver artificial gas for fuel, heat and light, which shall be of not less than eighteen hundred four and five hundred and fifty British Thermal Units and be delivered to the consumer.

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at not less than two and a half inches in diameter, but subject to the laws of the State and the ordinances of this city wherein the same or which shall hereafter be enacted relating to Public Health or water.

2. That said pipes may and shall be connected with the artificial gas plant and pipes now owned and operated by said party of the second part, and all necessary strips, connections and attachments thereto, at the expense and risk of said party to adapt them to the proper transportation and supply of artificial or manufactured gas to the inhabitants of said city.

3. The party of the second part, its successors and assigns, shall supply to said inhabitants gas of not less than eighteen candle power, and not less than four thousand and fifty British Thermal Units, through such pipes and its pipes heretofore used for the purpose of artificial gas, and shall have the right to change and collect therefor the sum and price of ninety cents per one thousand cubic feet for the term of five years from the date of the passage of this act, notwithstanding any increase in the cost of oil, and twenty five cents per one thousand cubic feet for the next five years, and no greater rate during said term; provided, that the minimum amount of charge to any consumer for any one month shall be fifty cents, which shall include meter rental and the amount due for the gas consumed during any one month shall be paid on or before the 10th day of the month succeeding month, but if any consumer shall fail to so pay for such gas within such time, an additional five cents per one thousand cubic feet may be charged and collected from such consumer for any month for which such consumer shall so fail.

But it is expressly understood and agreed, that if the daily average consumption of gas in said city shall amount to 2,000,000 cubic feet for a period of four consecutive months during said term of five years, that at the end of such period of four months the price shall at once be reduced to eighty five cents per one thousand cubic feet of gas for the remainder of said period.

4. Any consumer of such gas who becomes dissatisfied with the working of the meter through which he is supplied with gas shall have the right to have such meter tested in the City of Fort Wayne in the presence of himself and a representative of said company by a competent person to make such tests, to be selected by the said Board of Public Works.

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upon said person first making a demand on said Company, its successor or assigne, and depositing with said Company the sum of One Dollar to cover the cost and expense of removing and replacing said meter in the event said meter is not found working to fact as it was when last tested, then and there and time made and used, and shall be tested at half the duty of said Company, its successor and assigne, at to disconnect said meter and have the same tested by the parties selected in the manner aforesaid, and if said test shall show that the meter is working to fact to two per cent, said sum of One Dollar shall be refunded to said party, and the cost of disconnecting and reconnection of said meter shall be borne and paid by said Company, its successor and assigne. But in the event that said test shall show that the meter is not working to fact by two per cent than the said sum of One Dollar shall be retained and applied to the charge of making said test and disconnecting and reconnecting said meter.

It shall be the duty of the Board of Public Works to provide the person appointed with the necessary instruments to make the test, which meter shall fall in the property of the City.

The said Company, its successors and assignes further agree that it will pay into the treasury of the City of Fort Wayne, One Hundred Dollars a year in monthly payment of Twenty five Dollars per month payable on the first day of each month during the time said Company furnishes gas to consumers under this contract; which money, or as much thereof as may be necessary, shall be used in defraying the expenses of the testing meter as herein mentioned, to be applied when the board of the city of Fort Wayne and/or collector of the city, if she able, it and of such an officer in addition, provided, however, that it shall be the duty of such inspect, it as aforesaid, to make the inspection to our satisfaction.

In further as set out between the parties to this contract that if in case of any meter used by any consumer of gas shall be broken for the purpose of testing the same, acy Board, or some trustee and said consumer is so cited and served, then, in that case the Person in testing the same shall have the use of a seal such as the meter originally had upon it.

5. It is further agreed and understood that in the delivery of gas, as herein provided for, the same shall be delivered to the consumer at not less than two and one-half inch water pressure.

6. None of the provisions in relation to the price of gas or the power or method of fixing the same contained in any ordinance

... and all rights, form made by and between said City and said Company or any of its predecessors in title to the gas properties and plants now owned by it shall be applicable to artificial or produced gas hereafter furnished by said Company its successors or assigns, and to what extent all such provisions are so abs rescinded and repealed.

7. It is further understood and agreed that nothing herein shall be construed as changing, adding to or taking from the rights of the parties hereto as they now exist except as herein otherwise provided.

Witness our hands,

The City of Fort Wayne.

By E. F. Lemon,

Henry Schwartz

Jesse Brocious

Board of Public Works

Attest

H. Becker.

Clerk

(initials)

Fort Wayne Gas Company.

By Henry C. Paul

(initials)

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore on the 27th day of March, 1908, entered into by and between the City of Fort Wayne by and through its Board of Public Works, party of the first part and the Fort Wayne Gas Company, party of the second part relative to the supply and distribution of artificial gas in the City of Fort Wayne, as fully set forth in the foregoing breviate, be and the same is hereby in all things, ratified confirmed and adopted.

Section 2. This ordinance to be in full force and effect on and after its passage and approval by the Mayor.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a special meeting, held on the 7th day of April 1908 by a majority vote of all the members elect, did pass the ordinance hereinabove attached and known as General Ordinance No. 356.

H. C. Scherer

President

J. Frank Mengovian

City Clerk

Presented to the Mayor for approval on the 9th day of April 1908

J. Frank Mengovian City Clerk

Approved this 9th day of April 1908

William J. Hessey

General Ordinance No 857

Dated by

The ordinance authorizing the alienation of certain personal property, and settling an apportionment of the same.

Sec 1. That it is hereby enacted by the City Council that a sum of \$1000000.00 be and the same is hereby appropriated to the payment of debts and expenses of the City of New Orleans, and to furnish funds at the City Treasurer's office, or at such other place as may be directed, for the payment of debts and expenses of the City of New Orleans, and to pay the same out of the City Treasury, and to the amount of \$1000000.00, the same to be expended for the benefit of the poor of the City of New Orleans.

Sec 2. That the City Auditor, or his successor, shall audit the accounts of all persons entitled to receive money out of the City Treasury, and to determine the amount of money due to each person.

Sec 3. That this ordinance shall go into force and effect from the day it is passed and is to be published in the newspaper.

It is further enacted, that the sum of one hundred thousand dollars, or thereabouts, be given at a General Meeting held within the State of New York, for the purpose of aiding the poor of the City of New Orleans, and for the benefit of the poor of the City of New Orleans.

G. L. Linnier
Treasurer

F. M. Mungaray
City Auditor

Passed at the 1st instant, on the 1st day of May 1860.

F. M. Mungaray
City Auditor

Witnessed at this 1st day of May 1860,

J. M. Farley
City Auditor

General Ordinance No. 358

Section 1. Be it enacted by the Common Council of the City of Fort Wayne, Indiana, that all drivers or conductors operating and controlling street cars, trolley cars or motor cars, within the limits of the City, are prohibited from running over any person operating his car or driving his vehicle upon elevated or any of the lines of road or run or conduct him, a back or otherwise, so as to injure the trolley lines or any other lines or structures, or to have over the same, except necessary to run his car or run from under such lines or cause any person to do so, or to enter or leave the same, and upon such occasions,

Section 2. That no fee or compensation whatever for any services of this ordinance shall be fixed in any sum not exceeding \$2.50.

Section 3. That this ordinance be in full force and effect from and after its passage, approval by the Mayor and legal publication.

Michael Rieder

At the Council Chamber of the City of Fort Wayne
Indiana - May 12th, 1908, of May 1908

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 12th day of May 1908, by a majority vote of all the members elect did pass the ordinance herein attached and known as
General Ordinance No. 358.

W. C. Schaefer
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 15th day of May, 1908

J. Frank Mungovan
City Clerk

Approved this 25th day of May 1908

Wm. J. Hausey
Mayor

General Ordinance No 359.

introduced by An ordinance regarding clairvoyants, palmists and fortune tellers practising their profession within the city to be licensed.
John H. Welch as amended on May 26th 1908.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that it shall be unlawful for any person to practice clairvoyance, palmistry, or fortune telling within the corporate limits of the city of Fort Wayne without first having procured a license from the City Controller so to do.

Section 2. Any person desiring to practice clairvoyance, palmistry, or fortune telling shall apply to the City Controller for a license so to do, giving the location or street number, and upon the payment by said applicant of the sum of One thousand dollars (\$1000.00) into the City Treasury, the City Controller shall issue such license for one year.

Section 3. Any person violating any provisions of this ordinance shall be fined in any sum not to exceed Fifty Dollars (\$50⁰⁰) every day any person practices either clairvoyance, palmistry or fortune telling without complying with the provisions of this ordinance, shall constitute a separate offense.

Section 4. That General Ordinance No 191, "An ordinance requiring clairvoyants, palmists and fortune tellers practising their profession within the city to be licensed", be and the same is hereby repealed.

Section 5 This ordinance shall be in full force and effect
on and after its passage and approval by the Mayor

John S. Hobart

Done at the Council Chambers of the City of Fort Wayne
Indiana This 26th day of September.

We thereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of May, 1908, by a majority vote of all the members elect did pass the ordinances herewith attached and known as General Ordinance 359.

W. L. Schenck
President

J. Frank Mangovian
City Clerk

Presented to the Mayor for approval on the 29th day of
May 1908

J. Frank Mangovian
City Clerk

Approved this 8th day of June 1908

W. L. Schenck
President

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General Ordinance No 360

Introduced to
An ordinance prohibiting the playing of games upon the
Streets and providing a penalty for its violation.
amended June 9th 1908.

Sec 1. Be it ordained by the Common Council of the City of
Fort Wayne, that it shall be unlawful for any person or persons
to play base ball, polo, tennis or foot ball on the Streets,
Alleys or sidewalks of the City, and it shall be unlawful to
engage in any other game or sports, upon such Streets,
alleys or sidewalks to the annoyance of travellers or residents
thereon.

Sec 2. Any one violating any of the provisions of section 1
of this ordinance shall be fined not less than (\$5⁰⁰) and not
exceeding Twenty five Dollars (\$25⁰⁰)

Sec. 3. That this ordinance be in full force and effect from and
after its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 9th day of June

We hereby certify, That the Common Council of the City of Fort Wayne
Indiana, at a regular meeting held on the 9th day of June
1908, by a majority vote of all the members elect, did, ^{to} ~~so~~,
ordain the ordinance herewith attached and known as
General Ordinance No 360

W. C. Schlueter
President

J. Frank Mungowee
City Clerk

Presented to the Mayor for approval on the 12th day of June 1908

J. Frank Mungowee
City Clerk

Approved this 22nd day of June 1908

Wm J. Gossy,
(Mayor)

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General Ordinance No 361

Ordered by Marion Johnson
An ordinance amending sections two, eight, ten, twelve, thirteen,
fourteen and fifteen of "An ordinance regulating the sale of
Meat and fish; Prescribing the sanitary conditions of Meat
shops, Butcher Shops, Slaughter houses and Meat Markets, and
the manner of handling meats and the carcasses of animals
intended for human consumption, providing for the licensing
of such places, providing a penalty for its violation, and
repealing all ordinances in conflict therewith, as
amended November 26th, 1907."

Sec 1. Be it ordained by the Common Council of the City of
Fort Wayne that Section 2 of said ordinance be and the
same is hereby amended to read as follows:

Sec 2. No person, firm or corporation shall conduct a
slaughter house in the City of Fort Wayne, or sell or offer for
sale, dispose of, exchange, barter or give away, or will intend
so to do, have in his or their possession, care, custody or
control any flesh of any animal intended for human food
without first obtaining a license so to do. Any person, firm
company or corporation desiring to obtain such license
shall first file with the Board of Public Health a verified
written application in such form as may be prescribed by
such Board of Public Health, showing that such person,
firm, company or corporation is prepared to conduct a
slaughter house or to handle meat according to and in the
manner prescribed in this ordinance. If such application
shall show that such applicant is prepared to conduct a
slaughter house or to handle meat according to and in the
manner prescribed in this ordinance, and if the place
of business at which the applicant intends to conduct a
slaughter house or handle meat is of the kind described in
this ordinance, the Board of Public Health shall grant
such application and it shall be the duty of the City
Comptroller to issue a license upon the receipt of such
application properly signed and approved by said
Board of Public Health, and upon the payment of the
license fee in this section provided. The following license
shall be paid by the respective applicant:

For conducting a slaughter house a license fee of One
hundred Dollars (\$100⁰⁰) per annum.

For selling meat at wholesale a license fee of Twenty
five Dollars (\$25⁰⁰) per annum.

For selling meat at retail at each designated place or shop a license fee of Five Dollars (\$5⁰⁰) per annum.

For conducting a fish market a license fee of Five Dollars (\$5⁰⁰) per annum.

For selling meat from a wagon or other vehicle from each wagon or vehicle a license fee of Five Dollars (\$5⁰⁰) per annum.

Provided if a license shall be obtained to conduct a slaughter house the applicant shall have the power or authority to sell meat at wholesale without paying the additional license as above required for selling meat at retail.

All license shall be issued from the date of Application therefor to March 1st of the following year, and thereafter the license fees provided for shall be paid annually. Provided, that if such application is filed more than three months previous to the next succeeding 1st day of March, the license fee to be charged therefor up to said 1st day of March shall be at the rates above provided for the interim of time between the making of such application and said succeeding 1st day of March.

All license issued under the provisions of this ordinance shall be conditioned that the applicant or licensee shall comply with the ordinances and the amendments thereto, and the Mayor shall have and is hereby given the power to revoke in the manner provided by law any license issued under this ordinance where such licensee shall wilfully violate any of the terms or conditions of his license, or shall wilfully do, authorize or permit to be done, any act in violation of the laws of the State or of this ordinance or any other ordinance relating to the sale of meat and fish.

Any one violating or failing to comply with the provisions of this section shall be fined in any sum not exceeding One hundred Dollars (\$100⁰⁰).

Sec 2. That Section 8 of said ordinance be and the same is hereby amended to read as follows: "Sec. 8. All carcasses and parts of carcasses intended for human food shall, during transportation from slaughter house, abattoir, wholesale market or other places, be carefully covered with white canvas or other cloth so as to exclude all dust, dirt, flies or other insects, and such canvas or cloth covering shall be kept clean by frequent washings. All wagons used in such transportation shall be kept clean and free from taints and all persons engaged in such transportation shall be clean in person and wear aprons or smocks as provided in Section 5 of this ordinance."

Dec. 3. That Section 10 of said ordinance be and the same is hereby amended to read as follows:

"Sec. 10. The City-Dairy and Meat Inspector, his assistants and other officers of the City, shall be and are hereby given the power to enter all places licensed under the provisions of this ordinance for the purpose of making the inspections and examinations herein provided for, and shall have the power to do any and all things that may be necessary to carry out the provisions of this ordinance, and all persons dealing to slay their animals for the purpose of selling the flesh thereof shall, as provided in Section 1 of this ordinance, have the same slaughtered at one of the slaughter houses licensed under the provisions of this ordinance, and such cattle so to be slaughtered shall be left continuously at such slaughter house for eighteen hours previous to the slaughtering of the same, for the purpose of inspection by the Dairy and Meat Inspector, unless permission in writing be given in writing by the inspector to slaughter such animal in a less time and a private slaughtered at such licensed slaughter houses shall be first inspected by a United States Government Inspector or the City-Dairy and Meat Inspector in accordance with the provisions of this ordinance and with the rules of the United States Department of Agriculture.

Section 4. That Section 12. of said ordinance be and the same is hereby amended to read as follows

"Sec. 12. Power and authority is hereby given the Dairy and Meat Inspector and his assistants and the Sanitary Officer of the City to summarily drench with Kerosene oil any animal carcasses or part or parts of such carcasses which may be found in the possession of any person licensed under the provisions of this ordinance at his or its place of business which carcasses, part or parts or carcass or meat is unwholesome for human consumption."

Sec. 5. That Section 13 of said ordinance be and the same is hereby amended to read as follows:

"Sec. 13. Any person, company or corporation failing to comply with or violating any of the provisions of Sections 1.3.4.5.6.8.9 or 10 of this ordinance, shall upon conviction to

fixed in sum money not less than twenty five dollars (\$25.00) .
and one thousand dollars (\$1000.00)"

Dec. 6. That section 14 of said ordinance be and the same is hereby amended to read as follows:

"Dec. 14. Nothing in this ordinance shall prevent the sale of animals carcasses or parts thereof or meat which have been shipped into the city of Fort Wayne from any other place or places where the slaughter houses or abattoirs are subject to inspection by the United States Government, and such carcasses, parts, bones of or meats have been duly and properly inspected by the inspectors of the United States Government and the fact of such inspection stamped upon such carcasses, parts, bones or meat but all such meats shall be subject to such inspection as is just and sound conclusion provided for in this ordinance.

Dec. 7. That Section 15 of said ordinance be and the same is hereby amended to read as follows:

"Dec. 15. It is hereby made the duty of the City and County Inspectors of the City of Fort Wayne and their assistants to carry out the entire provisions of this ordinance - to make the inspections herein provided for, and to condemn and destroy the flesh of any animal or meat which are unwholesome."

Dec. 8. That this ordinance be in full force and effect from and after its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 23rd day of June 1908

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 23rd day of June 1908 by a majority vote of all the members elect did pass the order above mentioned attached and known as General Ordinance No 361

W.C. Schaefer
President

J. Frank Menges
City Clerk

Presented to the Mayor for approval on the 30th day of June 1908
J. Frank Menges
City Clerk

Approved This 30th day of July 1908

C. M. F. Rosey

Date Dec 17 1893

Attestd to. On the 1st day of January A.D. 1893 of an ordinance
of the Common Council of the City of Fort Wayne
entitled an Ordinance providing for the destruction of
weeds and noxious plants within the City of Fort Wayne
Attestd. Dated Dec 28th 1893

Dec, 1. Be it ordained by the Common Council of the City of
Fort Wayne that Section 4 of said ordinance being sec. 782
of the Revised Ordinances of the City of Fort Wayne of 1901.
Be and the same is hereby amended to read as follows:

"Sec, 4. That if the owner or owners or their agent upon whom
the notice hereinbefore required shall have been served fails
to remove said weeds as in such notice directed within three
days from the time of its service, or after the last day of
execution as the case may be, said Board of Health shall
order that the same be done by the proper officer or officers
of their department and that the cost thereof shall be promptly
reimbursed to them. Whereupon said Board of Public Health
shall certify the cost of the removal of said weeds to the
City Comptroller to be paid out of any moneys appropriated
for that purpose. The Comptroller upon the payment of such
claim shall present the same to the owner or owners of said lands
or lots for repayment of the amount expended by the City in
clearing such property, and in case that the owner shall refuse
to pay the same upon demand therefrom the amount may be
recovered from said owner in an action of debt in the name
of the City."

Dec, 2. That Sec, 5. of said ordinance being Dec. 783 of said
Revised Ordinances, be and the same is hereby amended
to read as follows:

"Sec, 5. That any owner of any lot or ground within the City
of Fort Wayne after notice has been served upon him or
her as in this ordinance provided who shall fail to
comply with the order of said Board of Public Health
within three days thereafter shall be deemed guilty of a
misdemeanor, and, upon conviction thereof shall be
fined in any sum not exceeding Fifty Dollars (\$50⁰⁰)"

Dec, 3. That this ordinance shall be in full force and effect from
and after its passage approved by the Mayor and City Councilmen
D. W. P.

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1908 - An Ordinance in the City of Fort Wayne Indiana
on the 14th day of July 1908.

We the abovesigned, the Common Council of the City of Fort Wayne
of Indiana at a regular meeting held on the 14th day of July 1908,
by a majority vote of all the members elect, did pass the ordinance
hereunto attached, and know as, General Ordinance No 362.

W. C. Schreiner
President

John W. Mangrove
City Clerk.

Presented to the Mayor for approval on the 1st day of July 1908

J. Frank Mangrove
City Clerk

Officed this 25th day of July 1908

Wm. J. Gandy

Local Ordinance No 363

An ordinance approving and ratifying a contract entered into on the 11th day of July 1908 between the City of Fort Wayne and the Metropolitan Engineering and Construction Company for the waterproofing of the reservoir.

Whereas it is found on the 11th day of July 1908, the City of Fort Wayne by and through its Board of Public Works entered into a contract with The Metropolitan Engineering & Construction Company relative to the waterproofing of the reservoir belonging to said City, which contract is in the following words:

The agreement made this 11th day of July 1908, by and between the Metropolitan Engineering & Construction Company, a corporation, party of the first part, and the City of Fort Wayne, by and through the Board of Public Works, party of the second part, witness,

That in consideration of the payment, at the time and in the manner hereinafter provided, by the party of the second part to the party of the first part, of the sum of Three thousand nine hundred and fifteen dollars, the party of the first part hereby agrees and binds itself to waterproof the reinforced concrete reservoir belonging to said City and situated therein, in the following manner:

1. On the clean and dry surface of the concrete floor of the reservoir there shall first be applied with brush or a finishing coat of Sancos WaterProof Coating, which coating as applied shall be thin enough to penetrate into the recesses of the concrete. Over this coating there shall then be mopped a heavy coat of Sancos #6 WaterProofing, and while the material is still hot there shall be introduced a layer of eight ounce fine-mesh burlap, carefully and smoothly laid down, and on this there shall be built up a water-proof mat of burlap and felt and Sancos #6 WaterProofing in 5-ply, all thoroughly compacted and bonded together and to the concrete. After this water-proof mat has been laid, a heavy finishing coat of Sancos #6 shall be applied with a mop and the surface caulked and ironed to a smooth-finish while the material is still hot. The water-proofing mat as laid shall extend up the sloping side walls for a distance of three feet. Surface to be dried by fire partly before placing on waterproofing materials.

2. On the clean and dry surface of the concrete sloping side walls of the reservoir there shall first be applied with brush a thin priming coat of Sarsco Waterproof Coating, which coating as applied shall be thin enough to penetrate into the recesses of the concrete. On this coating there shall then be applied a heavy coat of Sarsco #6 Waterproofing, and while the material is still hot there shall be applied a layer of 6-ply woven cloth, over-felted, and thoroughly laid down, and on this there shall be built up a mat of burlap and felt and Sarsco #6 Waterproofing, in a layer all thoroughly cemented and bonded together and 4" thick. After this waterproof mat has been laid a heavy finishing coat of Sarsco #6 shall be applied with a mop and the surface sanded and ironed to a smooth finish while the material is still hot. This waterproof mat as laid shall extend up the vertical side walls for a distance of 18" feet and shall also be laid under and woven in with the 5-ply mat at the juncture of the sloping side walls and the bottom of the reservoir. Surface to be dried by first party before placing on waterproofing materials.

3. On the clean and dry surface of the concrete vertical side walls, there shall first be applied a thin priming coat of Sarsco Waterproof Coating, which coating as applied shall be thin enough to penetrate into the recesses of the concrete. Over this priming coat there shall then be brushed two heavy coats of Sarsco Coating, and over this there shall be applied a cement plaster coat of at least $\frac{1}{4}$ " in thickness. Surface to be dried by first party before placing on waterproofing materials.

It is understood and agreed that after the water has been let out of the reservoir for the purpose of doing the above work the concrete surface is to and shall be thoroughly swept and cleaned by the party of the second part preparatory to the commencement of said waterproofing work. Except that the Sarsco sold by first party to said city and placed on said reservoir by said city as a test shall be removed by said party.

All of said work to be so performed by said party of the first part to be done in a first class and workmanlike manner, and to perform the same parts of the first part must and shall use first class material free from defects and imperfections, and, unless said work is completed or known provided the same shall be free from all leakage and said reservoir shall be absolutely waterproof and shall remain free from such leakage and absolutely waterproof for a period of five years from the date of final payment of the money to be said the last of the first party under this contract.

The parties of the first party agree and warrant that no one will

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and that only materials first class and far from defects or imperfections shall be used in the performance of said work, and further guarantees that the work when completed, and the reservoir where so completed, shall be absolutely water proof, and far from leaky, and shall remain so for said period of five years. Party of the first part further agrees and guarantees that the cement plaster coat to be so placed on the face of the concrete vertical side walls shall be composed of such a cement as will, for a period of five years, and during which time it is unbroken, withstand the weight of water, and that said reservoir shall be, at the end of said period of five years, as far from leaky and as absolutely water proof as at the time of acceptance of said work by said Board, and in wear and tear, which does not permit of leakage expected. The above stated leakage is not caused by extraordinary and unusual settle, and of course, opening up of cracks in the concrete due to any such extraordinary and unusual settlement. Guarantee does not include any damage caused by the opening up of concrete for new connections, or any other improvement or change which may be made in the face of the reservoir and which materially disturbs such concrete.

If during said period of five years said reservoir should leak, or be not absolutely water proof, as herein required, the party of the first part shall repair said reservoir by removing such water until making said reservoir absolutely water proof, in which instant, and if it becomes necessary in the carrying out of said guarantee to remove all the water from said reservoir, the party of the first part shall pay to the party of the second part one sum of Forty dollars for each day that it is necessary to keep said reservoir empty to repair same, which sum of Forty Dollars for each of such days to be regarded and considered by the parties as a penalty for the breach by the party of the first part of its said guarantee.

The lessee is to have, free use of the track or tramway to be constructed by the party of the first part for the purpose of doing said work, and the free use of all hoisting machinery and power facilities used to operate said track or tramway for the purpose of hauling dirt and material for walls to top of reservoir and for repairing of slopes, and said track or tramway to be so constructed as to be strong enough to move at least one half cubic yard of dirt over or up the incline of said reservoir. But it is understood that said c.

shall not use said track or tramway and said delivery where the same is being used by the party of the first part for the doing of the work herein called for, and said city must furnish all labor and material necessary to operate the same when used by said City solely. Said track or tramway and said hoisting machine and power facilities to be left in working order at said reservoir for fifteen days after the completion of the work herein called for by the party of the first part unless said Board consents to its removal as directed below.

The work to be performed under this contract by the party of the first part shall be commenced on the 10th day of August 1908, until said Reservoir is free and out of the same, or a later time, in which event this will be suspended or the time ordered by said Board, and said work shall be finished and completed as herein called for by the party of the first part within fifteen days after time of commencement of the same.

In consideration of the performance by the party of the first part of the above described work to the satisfaction of said Board of Public Works, party of the second part agrees that it shall pay to the party of the first part on the acceptance of said work by said Board the sum of Three thousand, nine hundred and fifty dollars (\$3,950.00)

To the party of the first part is paid a fee of \$100.00 to the party of the second part in a bond in the sum of Three thousand Dollars (\$3,000.00) conditioned for the faithful performance by the party of the first part of all the provisions of this contract, with a surety Company as surely to be approved by said Board of Public Works. Such bond to be delivered within ten days after the execution of this contract.

Witness our hands and seals.

Attest
A. B. Wilson
Decy
Metropolitan Engineering and Construction
Company

By, Walter Palmer, Pres.

Attest
William F. Franke, Clerk
Henry Schwartz,
George Brocious
Met Board of Public Works

Sec. 1 Be it ordained by the Common Council of the City of Fort Wayne that the contract heretofore on the 11th day of July 1908 entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Metropolitan Engineering & Construction Company, relative to the waterproofing of the

Sec. 1. That the said ordinance as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

Sec. 2. That this order once be in full force and effect from and after the passage and approval by the Mayor

Michael Riester

At the town of Elkhorn in the City of Fort Wayne
Indiana on the 28th day of Augt 1908

Attest, That the Commission Comest of the City of
Fort Wayne, Indiana at a regular meeting held on the 28th
day of Augt 1908, by a majority vote of all the members that
the General Ordinances hereto attached and known as
General Ordinance No 369.

Wm Schriener
President

Frank Mungowen
City Clerk

Presented to the Mayor for approval on the 1st day of
August 1908

Frank Mungowen
City Clerk

Attest, this 11th day of August 1908

Wm J. Farnum
City Clerk

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Journal Cont'd. on page 310 314

An ordinance approving and ratifying a contract entered into on the 17th day of August 1908, between the City of Fort Wayne, by and through its Board of Public Works, and the Fort Wayne and Wabash Valley Traction Company, relative to the construction of a switch.

Whereas, on August 17th 1908, the City of Fort Wayne by and through its Board of Public Works entered into a contract with the Fort Wayne & Wabash Valley Traction Company, relative to the construction of a switch on State Street, which contract is in the following words:

This Agreement made and entered into this 17th day of August 1908, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and the Fort Wayne and Wabash Valley Traction Company, party of the second part;

Witnesseth

That the City, of Fort Wayne, by and through its said Board of Public Works, under and by virtue of the power given by law to the City of Indiana, do hereby, subject to the conditions herein expressed, authorize and empower, and permission and authority is hereby given to the party of the second part, its successors and assigns, from and after the approval and ratification of this contract by an ordinance of the Common Council of said City, to remove from its street railroad tracks now located on State Street, formerly known as Lowell Avenue, the two switches located between Baker and Parcell Avenue, and to place in lieu thereof and maintain one switch beginning at the present starting point on the east of the circle and so maintained at Baker Avenue and extending west fourteen hundred feet. The right to construct and maintain said switch is subject to the following terms and conditions.

Said switch to be constructed, maintained and operated for such period of time as said company, has the right and power to operate the remaining portion of its street railroad system on said State Street, and to be removed by said company whenever said remaining portions of said street railroad system are removed from said street, and said company in the maintenance and operation of said switch shall be subject to all the rights, powers, privileges, duties, obligations and conditions expressed in

laws or ordinances of the City of Fort Wayne, or agreement or grants of the Board of County Commissioners of Allen County Indiana, which in any way effect or apply to said Company in the operation of the remaining portion of its said street railroad system on State Street.

It is understood by the parties hereto, that the placing of said switch will not leave on the south side of said State Street sufficient space for the free and easy passage on said portion of said street of vehicles, and therefore it is agreed by said Company that it will cause to be filled up such portion of said street lying south of said proposed switch as may be necessary to allow of such free and easy travel of vehicles upon said portion of said street.

Witness our hands and seals this 1st day of August 1908.

City of Fort Wayne
By E. J. Denison
Henry Schwartz
Jesse Broseine
Its Board of Public Works

The Fort Wayne and Wabash Valley Traction Company
by C. D. Cummings
President

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, and approved by the Mayor on the 1st day of August 1908 entered into by and between the City of Fort Wayne by and through its Board of Public Works, and the Fort Wayne and Wabash Valley Traction Company, providing for the extinction of a switch on State Street as fully set forth in the preamble hereto to the same in this ordinance ratified and approved.

Section 2. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

U. S. D. I.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 19th day of August 1908.

Do hereby certify, That the Common Council of the City of Fort Wayne
 Indiana at a special meeting, held on the 19th day of August
 1908, by a majority vote of all the members elect, did pass the
 ordinance hereto attached and known as
 General Ordinance No 364.

W. C. Schaeffer
 President

J. Frank, Wm. W. Morgan
 Secretary Clerk

Presented to the Mayor for approval on the 22nd day of
 August 1908

J. Frank & Wm. W. Morgan
 Secy. Clerk

Approved this 24th day of August 1908

Wm. J. Brown,
 Mayor

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Decr. 1 Ordinance No 365

WHEREAS, it is necessary for the construction by contract
of a dike for the protection of 160 feet of the City known
as Lakeside and providing the method of payment of
the costs of the construction of the same.

Whereas, heretofore the Board of Public Works of the City
of Fort Wayne declared by resolution the necessity for
protecting that portion of the City of Fort Wayne further aforesaid
called Lakeside by the construction of the dike hereinabove
mentioned, and caused a survey and estimate of the cost
of the construction of such dike to be made by the City
Engineer of said City, which survey and estimate are
on file in the office of the Board of Public Works of
said City; Now Therefore,

Sec. 1. Be it ordained by the Common Council of the City
of Fort Wayne, that there be constructed by contract to be
entered into by the Board of Public Works of said City
a dike commencing at the intersection of the alley east
of Walton Avenue with Lake Avenue, thence southward
and along said alley to a point twenty-four feet south of the
north line of lot numbered 679 in Plot B, Lakeside
Park. Addition to said City Annex and to the west line
of Walton Avenue, thence following the line of the present dike
to a point 1100 feet from the west line of said Walton Av.
and dike to be constructed in accordance with and of the
materials and in the manner provided by the plans and
specifications for the doing of said work so prepared by the
City Engineer, and on file in the office of the Board of
Public Works of said City.

Sec. 2. That the total costs and expense for doing said
work including the furnishing of all materials therein
shall be assessed against the real estate benefited thereby.
Such assessments shall be made by the Board of Public
Works of said City in the same manner as is provided by
law for the making of assessments in the opening, changing,
laying out or vacating of streets and alleys in said City,
but no part of such expense shall be charged or assessed
against said City.

Sec. 3. That said dike shall be constructed by one

Board of Public Works, in the same manner as is provided by an Act of the General Assembly of the State of Indiana entitled "An Act Concerning Municipal Corporations" Approved March 6th, 1905, for the opening laying out and improvement of Streets so far as such provisions are applicable to the closing of the work herein called for.

Sec. 4. That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

251. S. 365.

I, one of the Council Chamber of the City of Fort Wayne Indiana, on the 8th day of September,

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 8th day of September 1908, by a majority vote of all the members elected, did pass the ordinance herein attached and known as
General Ordinance No 365.

W.C. Schubur
President

J. Daniel Youngman
City Clerk

Presented to the Mayor for approval on the 14th day of Sept. 1908

J. Daniel Youngman
P.S., City Clerk

Obliged this 22nd day of September 1908.

Wm. J. Henry
Mayor.

General Order No. 366

Established by the citizens, ratifying and approving a contract entered into on the 24th day of August 1908, by and between the City of Fort Wayne and the Fort Wayne & Wabash Valley Traction Company, relative to the removal of said and electric light wires and poles from Spy Run Avenue.

Whereas, heretofore on the 24th day of August 1908 the City of Fort Wayne, by and through its Board of Public Works and Common Council, entered into a contract with the Fort Wayne & Wabash Valley Traction Company relative to the removal by said Fort Wayne & Wabash Valley Traction Company of its street railway feed wires and its short electric wires and poles now located on Spy Run Avenue to a new location west of Spy Run Avenue which contract is as follows:

This agreement made and entered into this 24th day of August 1908, by and between the City of Fort Wayne in the County of Allen, State of Indiana, by and through its Board of Public Works and Common Council party of the first part, and the Fort Wayne & Wabash Valley Traction Company, a corporation organized under the laws of the State of Indiana, party of the second part; Witnesseth as follows:

Whereas, upon a petition of the citizens of Spy Run Avenue it is desired by the Board of Public Works and the Common Council that the feed wires for the electric street railway and the electric light wire and poles of the Fort Wayne & Wabash Valley Traction Company be removed from their present location on Spy Run Avenue, to a new location west of Spy Run Avenue, as shown on attached blue print marked "Exhibit A", and

Whereas in connection to such removal of its wires and poles and expenses incident thereto, the said Fort Wayne & Wabash Valley Traction Company is entitled to definite and clear rights along the proposed new route to the same extent and for the same period of time which it is now entitled to maintain said wires and poles on Spy Run Avenue, part of which are to be obtained from the Board of Public Works and Common Council of

of said city and part to be obtained by residents of Spy Run Avenue, through certain private properties shown on Blue Print referred to, . . .

! It is further, be it understood and agreed as follows:

Section 1. That the rights, authority, privilege and franchise are hereby given, granted to and vested by the party of the first part in the Fort Wayne and Wabash Valley Traction Company, its successors and assigns, to construct, erect, equip, maintain & and operate a line of poles, with cross-arms, and over-head wires, and to enter upon, use, occupy and enjoy, and erect, costs and poles in, upon and to strings wires and maintain and operate the same wherein, over and along the streets, alleys and public places specified in Section 2 of this agreement, and to place, erect, maintain and operate all other necessary fixtures and improvements for the successfull maintenance and operation of said system of electric lighting, power and railway, for the public and private use of said city and the citizens thereof.

The rights, privileges and franchises, hereby and a... given and granted shall be vested in the Fort Wayne & Wabash Valley Traction Company its successors and assigns, upon the same terms and conditions and with the same right and power, as, and for the same and the full period of time for and during which, the said party of the second part is now entitled to maintain and operate its, brassed poles and wires on said Spy Run Avenue, under any non existing orde ordinance, grant or agreement of either the City of Fort Wayne, or the Board of Commissioners of Allen County to said Fort Wayne & Wabash Valley Traction Company or its predecessors in title.

Section 2. The poles and wires erected under the provisions of this contract shall be along the west curb line of Barr Street, from Superior Street to a point marked "A" on blue print attached and marked "Exhibit A" with the right to cross Barr Street at point marked "A", to the east line of Barr Street.

Also the right through "Lot 18" the property of the City and marked "C" on attached print.

Also along the alley west of Spy Run Avenue, extending from St. Mary's River to the property of J Belot, and at point marked "E" on blue print attached hereto and marked "Exhibit A".

Also along alley west of Spy Run Avenue, from point

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..... to "I" to "J" on blue line attached hereunto and marked "Exhibit A".

Also thongh the property of the City known as "Lawton Park" from points marked "K" to "L" shown on blue line attached and marked "Exhibit A" with right for gas, steam and connecting wires or satisfactory substitute therefor, at points "M" and "N".

Also a right through alley already established or about to be established at points marked "P," "Z" and "Q" on blue printed attached hereunto and marked "Exhibit A" and extending from Elizabeth Street southward to alley south of Neubauer Avenue.

Section 3. It is the intention that this right should cover all necessary public rights for a complete time from the property of the Fort Wayne & Wabash Valley Traction Company on which is located its Spy Run Power House and.

situate between Elizabeth Street and Burgess Avenue to the intersection of Barr Street and Superior Street as shown on "Exhibit A", and the right to cross over and along any other streets or alleys which are now or may hereafter be established along the route shown on said "Exhibit A" and not specifically mentioned are hereby granted, also the right to do all necessary trimming of trees along route shown on plan attached and marked "Exhibit A".

Section 4. In order to give service to residents along Spy Run Avenue, the right is granted to carry on the poles used to carry the spans wires to support the trolley wires of said company, and on either the west side or east side of Spy Run Avenue, or both if necessary, a line of two primary wires, and such secondary wires as are necessary to supply service to those residents deriving the same.

Section 5. This contract is not intended to, nor shall it be construed to, grant to said company any rights, privileges or powers, or for any longer period of time in the construction, operation and maintenance of the above described proposed route, than are now enjoyed or vested in said company in the maintenance and operation of its present poles and wires on said Spy Run Avenue, but is merely intended into to provide said company with a route, in line of said Spy Run Avenue route,

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subject to all the rights, duties, powers and privileges under
which said Company is now operating its said poles and wires,
on said Spy Run Avenue. The proposed route herein being
... only a substitution for said Spy Run Avenue route, and not
the creation of any new or additional route; the same specified
in Section 4 of this Contract.

Provided, however, that in consideration of the removal of said
poles and wires from Spy Run Avenue to the route above
specified said party of the second part, its successors
and assigns shall not hereafter be required to place or maintain
such wires underground unless the same shall become
necessary under the reasonable expense of Police per-

Section 6. It is further agreed by the said Fort Wayne and
Wabash Valley Traction Company that said party will for an
electric street railway road and said electric light wires and poles
now located on Spy Run Avenue shall be by said Company
removed from said Spy Run Avenue to said new location
west of Spy Run Avenue as herein provided, within nine months
from the ratification of this contract by ordinance of the Common
Council of said City and the delivery to said Company by the
agents of Spy Run Avenue proper written conveyance of
easements from all of the owners of private property along
said proposed route, duly acknowledged, under the same
conditions, as herein contained to construct said electric
street railway and wires and said electric light wires and
poles in said private property.

The City of Fort Wayne,

Attest

L. V. Becker.

Clerk

By. E. J. Denman
Henry Schmitz
see Broome

Attest

The Fort Wayne & Wabash Valley Traction Company

Bv. C. P. Edwards

President

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto fore on the 24th day of August 1908 entered into by and between the City of Fort Wayne, by and through its Board of Public Works and Recreation Council, and the Fort Wayne & Wabash Valley Traction Company, relating to the removal by said Company of its street railway plant, is found wise and its electric traction and cars from their present location on Spy Run Avenue to a new location west of Spy Run Avenue, be fully set forth in the marble tablets, be and the same is hereby in all things ratified and approved.

Sec. 2. That this ordinance be in full force and effect from and after its passage and approval by the mayor.

Louis C. Langard.

Date at the Council Chamber of the City of Fort Wayne
Indiana This 8th day of September, 1908.

In witness whereof, That the Common Council of the City of Fort Wayne
Indiana at a regular meeting, held on the 8th day of
September 1908, by a majority vote of all the members present,
did pass the ordinance hereinabove attached, and known as
General Ordinance No 366.

W. C. Schilling
President

J. Frank Mangrove
City Clerk.

Presented to the Mayor for approval on the 14th day of
September 1908

J. Frank Mangrove
City Clerk

Approved This 22nd day of September 1908

Wm J. Hayes
City Clerk

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General Election No 36

Approved by City Council on the 28th day of September
A.D. 1908

Section 1. Be it enacted by the Council of the City of Fort Wayne,
Indiana, that a levy of \$1.20 upon each \$1000 of assessed
valuation of all property within the Corporate Limits of the City of
Fort Wayne, Indiana, be made for the year 1908.
That the above levy be divided as follows:

General Expenses and interest	\$.74
Fire Department	.05
General Wayne Woman's Club	.01
General Education Fund	.01
Police Revision Fund	.01
Municipal Electric Light Fund	.01 1/2
Market House Fund	.01 1/2
Track Elevation Fund	and 1/2

This shall be collected from each male inhabitant
liable, according to law, a poll tax of \$2.00.

Section 2. That all taxes shall be collected in semiannual
instalments.

Section 3. This ordinance shall be in full force and effect
from and after its passage and approved by the Mayor.

Given at the County Chamber of the City of Fort Wayne, Indiana
on the 22nd day of September 1908

We the County Chamber of the City of Fort Wayne, Indiana
at a regular meeting held on the 22nd day of September 1908, by a majority
vote of all the members elect, did pass the ordinance hereinabove attached
and known as General Ordinance No 367

W.C. Schaeffer
President

J Frank Munigan
Secretary

Presented to the Mayor for approval on the 28th day of September 1908
J Frank Munigan
City Clerk

Approved this 28th day of September 1908

Wm J Hickey

General Excerpts No 368

Whereas, certifying and approving a contract entered into by the City of Fort Wayne and the United States Cast Iron Pipe Company, a corporation, on the 8th day of September, 1908, for the services, to said City, of said corporation of iron pipe and castings for the Water Works of said City;

Witness, hereunto, on the 8th day of September, 1908, the City of Fort Wayne, by and through its Board of Public Works, sealized into a contract with the United States Cast Iron Pipe Company, a corporation, to said City of cast iron pipe and special castings for use in the Water Works of said City, which contract is in the following manner:

This Agreement made and entered into this 8th day of September, 1908, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part, and the United States Cast Iron Pipe and Foundry Company, a corporation, party of the second part.

It is Agreed, that the Board of the first part agree and hereby binds itself to buy, and the party of the second part agree and hereby binds itself to sell and deliver to the party of the first part the following pipe, and special castings:

First: One and fifty (150) or more tons of 4-6-8 or 12 inch pipe, or any or all of said size pipe, and such special castings as said Board may deem proper and necessary for the proper and ready use of said 250 tons of pipe.

It is further agreed that said City shall pay to said party of the second part for said pipe at the rate of (\$2300) per ton for 4 inch pipe, and \$22.25 per ton for 6-8- or 12 inch pipe, and for said special castings at the rate of 2½ cents per pound, all F. O. B. our City of Fort Wayne at places of delivery.

Party of the second part to furnish all of said pipe and special castings to said City from time to time so that the delivery of all of said pipe be made in Fort Wayne Indiana not later than the 15 day of October, 1908.

This further agreed and understood that said pipe and special castings shall be of the kind and material and manufactured in the manner specifically described in the specifications, therefore a copy of which is attached hereto and made a part hereof, and all the provisions, requirements, terms and conditions, including the kind of material, method of manufacture, tests, cleaning, inspection, weight, etc., are hereby made a part of this contract and binding upon the parties hereto the same as if copied herein in full except as herein changed or modified.

Witness our hands and seals the day and year first above written

City of Fort Wayne

Alfred E. Johnson.

Alfred E.

Johnson

Alfred E.

Laws
Edition No 369

An ordinance relating to the issuing of meat licenses
of Fort Wayne

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that no person shall kill or slaughter animals for human consumption unless by such person, and while person is not regularly engaged in the business of conducting a slaughter house, and is not regularly engaged in the business of selling the flesh of animals for human consumption, shall be required to obtain from the City of Fort Wayne a license to sell the flesh of such animal so killed by such person, but the flesh of such animal shall be subject to such inspection as to purity and sound condition provided for in the ordinances of said city.

Sec. 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Louis C. Langard

Done at the Council Chamber in the City of Fort Wayne Indiana on the 1st day of November 1908

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a Special Meeting held on the 1st day of November 1908, by a majority vote of all the members elected did pass the ordinance hereinabove attached and known as General Ordinance No 369

W.C. Schurter
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 20th day of November 1908

Frank Mungovan
City Clerk

Approved this 24th day of November 1908.

Wm. J. Harvey
Mayor

Decr. 1st 1908

St. Paul's, County of Lancashire, in the County of Lancashire, in the County of Lancashire, in the County of Lancashire.

See 1 That it is enacted by the Common Council of the City of St. Paul's
that the said Council after giving notice of the same in writing at the
rate of One Shilling per annum,

in the Hall of the said Council, or in any part thereof, where it may be
so written or otherwise on writing, thereby repealed.

See 2 That this ordinance be in full force and effect one and
after, commencing 1st January 1909.

Given under my hand,

In the Hall of the Common Council of the City of St. Paul's, signed and witnessed
on the 8th day of December 1908

We hereby certify, That the Common Council of the City of St. Paul's,
did sign, at a regular meeting held on the 8th day of
December 1908, by a majority vote of all the members present,
have the ordinances hereto attached and known as
General Ordinance No 370.

W.C. Brewster
Signed

J. Frank D. Manger, our
Secretary

Presented to the Mayor for approval on the 16th day of
December 1908

J. Frank D. Manger,
Secretary

Placed and signed this 22nd day of December 1908

Westbury & Sons

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Dec. 22, 1908 No. 51

Abt. 1. Be it Ordained by the Common Council of the City of Fort Wayne, That it shall be unlawful for any person or corporation to obstruct or cause to be obstructed, the channel of any river or other natural water course within the limits of the City of Fort Wayne, so as to in any manner interfere with the free

flow of the stream in the channel of such river or other natural water course, and it shall be unlawful for any person or corporation to place, or cause to be placed in the channel of any river or other natural water course any obstruction or thing whatever, so as to in any manner cause the water in the channel of such river or water course to leave or flow therefrom.

Sec. 2. Whichever any person or corporation shall place or cause to be placed, in the channel of any river or natural water course any obstruction or thing whatever in violation of section 1 of this ordinance, he or it shall remove such obstruction or thing whenever required so to do by the Board of Public Works of said city within such reasonable time not exceeding thirty days nor less than five days as he or it may be required so to do by written notice from said Board.

Sec. 3. Any person or corporation refusing or failing to comply with the requirements of section 2 of this ordinance, or failing or refusing to comply with the requirements of any notice given by the Board of Public Works of said city as provided in said section 2, shall be fined in any sum not exceeding \$100.

Sec. 4. That this ordinance be in full force and effect as and after its passage, approval by the Mayor and legal publication.

Wm. F. Morris.

Done at the Council Chamber in the City of Fort Wayne Indiana
the 22nd day of December A.D. 1908.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 22nd day of November 1908, by a majority vote of all the members

Laid for my Sir ordinance herewith attached and known as
General Ordinance No. 371.

111 P. M.
" valid

J. Frank Mungarson
City Clerk

Presented to the Mayor for approval on the 29th day of
December, 1908

J. Frank Mungarson
City Clerk

Approved this 8th day of January, 1909

Wm. E. Schreier

General Order

An ordinance approving Railroad Track Elevation Resolution No. 1
adopted by the Board of Public Works of the City of Fort Wayne
December 3rd 1908, and ratified and confirmed by said Board on
December 29th 1908, as amended and modified on the said 29th day
of December 1908 together with amendments thereto by said Board of
January 12, 1909.

Section 1. Be it ordained by the Common Council of the City of Fort
Wayne that Railroad Track Elevation Resolution No. 1, adopted
by the Board of Public Works of said City of Fort Wayne on December
3rd 1908, and by said Board on December 29, 1908 confirmed and
ratified as is set out in the 29th day of December 1908, together
with the amendments thereto by said Board of January 12, 1909, be,
and the same is hereby, in all things ratified, confirmed and
approved.

Section 2. That this ordinance be in full force and effect on
and after its passage and approval by the Mayor

W. C. Schreier

Done at the Council Chamber of the City of Fort Wayne Indiana
on the 12th day of January, 1909

Mr. Frank J. Smith, Father Benjamin Council of the City
and People, Chairman, at a regular meeting, held on the 12th
day of January 1909, by a majority vote of all the members
present, that the resolution annexing Rosedale attached, and became
part of the City of Brooklyn, No. 272.

W. C. Smith,
President

Frank Mungowan
City Clerk

Resolved, that the Mayor for approval on the 16th day of
January 1909

& Frank Mungowan
City Clerk

Approved this 22nd day of January 1909

Wm. J. Brown

D. and S. October, 1908.

Subscribed by Anselmo C. Johnson and Stephen C. Johnson and
into witness the second day of December, 1908, by the business men
City of Fort Wayne and Weston McHale, witness for the
removal of garbage.

Contract No. 1. Between the City of Fort Wayne, Indiana, and the
City of Fort Wayne, by and through its Board of Public Works,
hereinafter called the first party, and Weston McHale,
of the City of Fort Wayne, Indiana, and his wife, hereinafter
called the second party, for the removal
of all kinds of garbage, during the year 1909,
which contract is as follows:

The sum of \$1,000.00 per month for the removal
of trash in the City of Fort Wayne, to be collected at
Public Works, 1st and Franklin Street and Weston McHale,
of the City of Fort Wayne, Indiana, and his wife, hereinafter
called the second party, shall agree to collect and
remove all kitchen garbage, tin cans, broken dishes and
the same for the year 1909, for which time, heretofore, no
Districts number two and five agreed to and mentioned in the
Official specifications adopted by said Board of Public
Works, which districts above, are subject to the latter parts, such
kitchen garbage, tin cans, broken dishes and glassware to be
collected and removed in accordance with and as provided
by such specifications above referred to, which are hereby made
a part of this contract and all the conditions, terms and
provisions of said specifications shall be complied with and
performed by the parties hereto. The sum is of such a specification
and the provisions thereof are set forth in full in the body of
the same.

In consideration of the covenants and agreements
 herein contained, the 3rd day of the first instant now and for the
 benefit of the second party the sum of \$1,000.00 said sum to be paid
 in equal monthly installments at the end of each month, and
 for the work performed under this contract, during such month,
 less such deductions as the said Board of Public Works may be
 authorized to make under said specifications.

It is further agreed by the parties hereto that this contract shall
not be by party of second party assigned, in whole or in part
without the written consent of said Board of Public Works, and
the second party shall, and hereby agrees, to furnish a bond
in the sum of \$1,000.00 to be approved by the Board of

to this, that he will fully comply with and carry out the terms and stipulations on his part to be performed contained in this resolution and

"It was our desire and wish the day and year first above written,

B. J. Ward. G. G. Brooks. C. C.	City of Fort Wayne E. J. Lawrence Tom J. Schenck Jessie Brasier City Board of Public Works
--	--

Burton McKinley.

Resolved 1. Be it enacted by the Common Council of the City of Fort Wayne, that the contract entered into on the 22nd day of December, 1908, by and between the City of Fort Wayne, by and between the Board of Public Works and Burton McKinley for the removal of all kitchen garbage from said City in a single truck, in the sum of \$100.00, be and the same is hereby approved, ratified and confirmed.

Resolved 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor

John M. Lewis
Common Council Chamber of the City of Fort Wayne Indiana on the 26th day of June, A.D. 1909.

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day of January 1909, by a majority vote of all the members elected, did pass the ordinance herein attached, and known as General Ordinance No 873.

W. C. Schwiner
President

J. Frank Munigan
City Clerk

Presented to the Mayor for approval on the 29th day of January 1909.

J. Frank Munigan
City Clerk

Approved this 8th day of February 1909.

Wm. J. Haas

General Ordinance No 374

Introduced by Philip H. Wysa An ordinance, approving and ratifying a contract entered into on the 22nd day of December 1908, by and between the City of Fort Wayne and Reginald Mc Keely, providing for the removal of garbage.

Section 1. Whereas, heretofore, on the 22nd day of December 1908 the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with Reginald Mc Keely, for the removal of kitchen garbage, and other matter, during the year 1909, which contract is as follows:

This agreement made this 22nd day of December 1908 by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and Reginald Mc Keely, of the City of Fort Wayne, party of the second part, witness:

That for the consideration hereinafter expressed, that having the second part shall, and hereby agrees to collect and remove all kitchen garbage, tin cans, broken dishes and glassware, during the year 1909, for which the money descended in the last cited number four, refe id. to and mentioned in the original specifications adopted by said Board for the removal of such garbage, which specifications are on file in the office of the said Board and are, for identification, signed by the parties hereto, such kitchen garbage, tin cans, broken dishes and glassware to be collected and removed in accordance with and as provided by such specifications, above referred to, which are hereby made a part of this contract and all the conditions, terms and provisions of said specifications shall be complied with and performed by the partie hereto, the same as if such specifications and the provisions thereof were set forth in full in the body of this contract.

In consideration of the covenants and agreements herein expressed, the party of the first part agrees to pay to the party of the second part the sum of \$900.00 said sum to be paid in equal monthly installments at the end of each month, and for the work performed under this contract during such month, less such deductions as the said Board of Public Works may be authorized to make under said specifications.

It is further agreed by the partie hereto that this contract shall not be by party of second part assigned, in whole or in part without the written consent of said Board of Public Works and the second party shall, and hereby agrees, to furnish

a sum in the sum of \$50000 to be approved by the Board of Public Works, conditioned that he will faithfully comply with and carry out the terms and stipulations on his part to be performed, contained in this contract and otherwise.

Witness our hands and seals the day and year first above written.

City of Fort Wayne
By E. J. Pearson,
John Edwards,
Augustine Brown,
the Board of Public Works

Received by Wm. H. Riley

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the contract entered into on the 22nd day of December 1908 by and between the City of Fort Wayne, by and through its Board of Public Works and Reginald McRiley providing for the removal of all kitchen garbage from cans as big as fully set forth in the foregoing contract, be and the same is hereby approved, ratified and enacted.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 26th day of January 1909

We, hereby certify, that the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 26th day of January 1909 by a majority vote of all the members elect did pass the ordinance herein attached and known as General Ordinance 374.

W. C. Schleier
President

J. Frank Mugowan,
Secretary

Presented to the Mayor for approval on the 29th day of January 1909

J. Frank Mugowan
Secretary

Approved this 8th day of February 1909

Wm. J. Riley

General Edict No 95

introduced by
John H. Neale

An ordinance approving and ratifying a contract entered into on the 22nd day of December 1908, by and between the City of Fort Wayne and David M. Winburn, providing for the removal of garbage.

Section 1. Whereas, therefore, on the 22nd day of December 1908 the City of Fort Wayne, by and through its Board of Public Works, entered into a contract with David M. Winburn, for the removal of kitchen garbage, and other matter, during the year 1909, which contract is as follows:

This agreement made this 22nd day of December 1908 by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and David M. Winburn of the City of Fort Wayne, party of the second part, witness,

That for the consideration herein after expressed, the party of the second part shall, and hereby doth agree to collect and remove all kitchen garbage, tin cans, broken dinnerware, and glassware, during the year 1909, from the territory described in District number one and there referred to and mentioned in the official specifications adopted by said Board for the removal of such garbage, which specifications are on file in the office of said Board, and are for identification, signed by the parties hereto, such kitchen garbage, tin cans, broken dinnerware and glassware to be collected and removed in accordance with and as provided by said specifications annexed to this contract, which are hereby made a part of this contract, and all the covenants, terms, and conditions of said specifications shall be construed and be found by the parties hereto, the same as if such specifications and the provisions thereof were set forth in full in the body of this contract.

In consideration of the covenants and agreements herein expressed, the party of the first part agrees to pay to the party of the second part the sum of \$175.00 said sum to be paid in equal monthly installments at the end of each month, and for the work performed under this contract during such month, less such deductions as the said Board of Public Works may be authorized to make under said contract.

It is further agreed by the parties hereto that this contract shall not be by party of second part assigned, in whole or in part without the written consent of said Board of Public Works.

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... the second party shall, and hereby agrees, to furnish
a bond in the sum of \$1000.00 to be approved by the Board
of Public Works conditioned that he will faithfully
comply with and carry out the terms and stipulations
in his part to be performed, contained in this contract
and said specifications.

Witness our hands and seals the day and year
first above written

Attest
F. H. Becker.

City of Fort Wayne
by E. J. Lennon
Henry Schwartze
Jesse Brosius
The Board of Public Works

Section 1. Be it ordained by the Common Council of the City of
Fort Wayne, that the contract entered into on the 22nd day of December
1908, by and between the City of Fort Wayne, by and through its
Board of Public Works and David M. Winburne, providing
for the removal of all kitchen garbage from said City as
fully set forth in the preamble hereto, be and the same is
hereby approved, ratified and confirmed.

Section 2. That this ordinance be in full force and take
effect from and after its passage and approval by the Mayor.

Given at the Council Chamber in the City of Fort Wayne Indiana
on the 26th day of January 1909

We hereby certify, that the Common Council of the City of Fort
Wayne Indiana at a regular meeting held on the 26th day of
January 1909, by a majority vote of all the members elected did
pass the ordinance hereunto attached and known as
General Ordinance No 375.

W. C. Schuett
President

J. Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 29th day of
January 1909

J. Frank Mungovan
City Clerk

Approved this 8th day of February 1909
John F. Gandy

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General Orders No. 11

An order for approving a contract entered into on December 29th 1908, by the Board of Public Works and the Fort Wayne Electric Works for the purchase of electric machinery.

Whereas, on December 29th 1908, the City of Fort Wayne by and through its Board of Public Works entered into a contract to with the Fort Wayne Electric Works for the purchase of electric machinery, which contract is as follows:

- Fort Wayne Electric Works
Executive Officer, Fort Wayne Indiana

Dated at Fort Wayne Ind. Dec. 21st 1908.

To Board of Public Works, City of Fort Wayne (hereinafter called the Purchaser) Reckless

The Fort Wayne Electric Works (hereinafter called the Company) hereby submits the following proposal to furnish the electrical apparatus, set forth in the following schedules, for the sum herein after named. F. O. B. Stock, yesterday 11.15.

We agree to hold the Purchaser harmless and indemnified against all suits which the Purchaser shall be obliged to pay in all suits brought against the Purchaser alleging infringement of patents by the use of the apparatus herein set forth, but if we be given immediate written notice of said suit, and service through our counsel to defend the same, and provided further that the Purchaser is not in default in his payment.

We do now enter in consideration of the foregoing guarantee not to violate or infringe any of the patents relating to any of the apparatus described herein, which patents we control, or under which we have the right to manufacture or sell such apparatus.

We guarantee the apparatus to be the full capacity as rated and agree to do, and may, before using the same in the same in thirty days from the starting thereof, furnish our customer immediate written notice thereof, and provided the apparatus is normally and properly used.

This understood and agreed the 1st the title and right to the immediate possession of any and all property named herein or furnished, remains with us until paid in full to the Fort Wayne Works until the purchase money herein after named is paid in full. If notes or warrants are given said notes or warrants are not to be considered as payment, but only as evidence of indebtedness, and the

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of said property or any part of it to or in any building by nailing
bolting or in any manner whatsoever shall not be considered
as rendering it to and making it or any part of it a part of the
realty; but all of it shall be considered as personal property
until fully paid for.

In case of default in any of the payments hereinafter
provided for, the First Tongue & Bedding Works may repossess itself
of any of the above mentioned property who ever found and shall
not be liable in any action at law on the part of said purchaser
for such reclamation of its property, nor for the repayment of any
money or money which have been paid by said Purchaser in part
paid for said apparatus or equipment.

It is further understood and agreed that the apparatus herein
specified shall be at the risk of the Purchaser from its delivery
by the Company on board car at point of shipment (unless other
delivery is specified); but it is agreed that the Company shall
insure said apparatus or plant against damage or loss by
fire for its full selling price as herein after stated, until
but not after the Company shall have been paid in full
thereunder, for the benefit of itself and Purchaser, as their interests
may appear; and the Purchaser agrees to pay the Company
for premium for such insurance one-fourth of one per cent,
on the total amount insured for each three months or
fraction thereof after the delivery of said apparatus on board
car at point of shipment.

It is further understood that we will not be held responsible
for delays occasioned by strikes, storms, accidents, fires or
other causes beyond our control.

There are no understandings, promises or agreements on your
part or ours outside of this proposal which consists of this sheet
and the schedules attached hereto, together with the terms
conditions and limitations therein contained.

This proposal must be approved by one of the executive officers
of the company.

Schedule of Alternating Current Motors.
Quantity 1. Type M. Form C. Frame 14, Polar 8. K.P. 85,
Speed 870, Volts 2080, Freq 60, Phase 3, Sliding Base No.
Pulley No. Compensator with.

The above motor is of the vertical type with speed base
designed to fit your present pump base on which the direct
current motor is mounted.

The shaft will be the proper length and dimensions to
fit the coupling to be supplied by the purchaser.

Ship out

We agree to make shipment of the above apparatus

In six (6) weeks from receipt of order and full data at the
place

Each belted motor will be provided with sliding base and standard
flywheel, unless otherwise specified.

Each motor for direct coupling will be furnished with motor shaft, but
without sliding base or coupling, unless otherwise specified.

We do not agree to furnish brick or stone foundations, or foundation
bolts, but will furnish approved outside prints showing base dimensions.
The Purchaser is to furnish the necessary power of proper frequency
phase and voltage, to drive the motors.

At the request and expense of the Purchaser the Company will furnish
a competent expert to superintend the installation of the Motor
and fit it in proper operation, and give the attendant, selected by the Purchaser
all necessary instructions for operating the same at the rate of \$5⁰⁰
per day, to which will be added all necessary traveling and living
expenses, for a period of ten days. The time to date from and
include the day of expert's departure from Home Office of the
Company until, and including, the day of his return to the
Home Office. It is understood Purchaser is to furnish all
common labor for the installation of the above apparatus. Should
the Purchaser require the services of expert for a longer period
than above stated, a charge will be made for such extra service
at \$5⁰⁰ per day and all expenses

Price and

The price of the apparatus and fixtures for
the sum of eight thousand and eighty-five dollars (\$8850)
and fractions as follows:

50 per cent cash payable by sight draft attached to bill of lading

40 per cent cash thirty days from date of bill of lading

10 per cent cash sixty days from date of bill of lading

Ford Wayne Electric Works

By J. C. Hall - E.E.M.

Acceptance of Proposal

Dec 29 1905

To the Ford Wayne Electric Works, Fort Wayne, Indiana

We hereby accept your above proposal for supplying Electrical
Apparatus and agree to settle for same in accordance with
the terms stated herein

Witness whereupon

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W. C. Schirr
E. J. Lennard.

Henry Schwartz

Jesse Brown

Board of Public Works

In above proposal and acceptance is hereby fully ratified
and approved by us at Fort Wayne, Indiana, this 11th day
of January 1909.

Fort Wayne Electric Works

By W. C. Schirr, Pres. Com.

Sec 1. Be it ordained by the Common Council of the City of
Fort Wayne that the contract heretofore on December 29 - 1908,
entered into by the City of Fort Wayne by and through its Board
of Public Works, and the Fort Wayne Electric Works, for the
purchase of electric machinery as fully set forth in the
foregoing contract be and the same is hereby ratified and
approved.

Sec. 2. That this ordinance be in full force and effect on and
after its passage and approval by the Mayor

Marion P. Tolson

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 26th day of January 1909

We hereby certify, that the Common Council of the City of Fort
Wayne, Indiana, at a regular meeting, held on the 26th day
of January 1909, by a majority vote of all the members elected
did pass the ordinance hereinabove attached and known as
General Ordinance No 376

W. C. Schirr
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 29th day of
January 1909

Frank Mungovan
City Clerk,

Approved this 8th day of February 1909

William J. Hoey
Mayor

General Ordinances, No. 377.

Subscribed by Councillor, and with the Council, to my Sir First in
John H. Welch Light & Department for street lighting services.

Sec. 1. Be it enacted by the Common Council of the City of Fort Wayne
that the Court recorder and recorder be authorized and directed to
pay to the Electric Light Department out of the money aforesaid directed
to the amount of lighting public streets, the sum of \$1500 per month, to
bear as in aforesaid in monthly installments.

Sec. 2. That this ordinance be in full force and effect on and
after its passage and otherwise by the mayor.

J. F. Welch.

Done at the Council Chamber, the 10th day of February 1809
in the City of Fort Wayne Indiana

We hereby certify that the Common Council of the City of Fort
Wayne, Indiana, at a regular meeting, held on the 9th day of
February 1809, in the year of our Lord one thousand eight hundred and
ninety nine, did adopt the ordinance aforesaid, and further as
General Ordinance No. 377

M. L. Johnson

Secretary

Frank D. Morgan and

Louis Blodt

Presented to the Mayor, and signed on the 15th day of February 1809

Frank D. Morgan and
Louis Blodt

Approved and this 15th day of February 1809

(Signature)

City of Fort Wayne

Attestments for Contract for Supplying Coal to be used at Pumping Station in and between the City of Fort Wayne and the Wm. Raough Coal Company, on the 4th day of February, 1909, as follows:

Thomas Hartsoff on the 4th day of February, 1909, The City of Fort Wayne entered into a contract with the Wm. Raough Coal Company, providing for the purchase of a year's supply of coal by said City from said Company for its No. 2 Pumping Station, which contract is in the following words:

This is a man's word. This 4th day of February, 1909, by and between the City of Fort Wayne, by and through its Board of Public Works party of the first part, and the Wm. Raough Coal Company, party of the second part, witnesseth:

That in consideration of the purchase by said City from the party of the second part of its year's supply of coal to be used at its No. 2, Pumping Station from the 1st day of January, 1909, to the 31st day of December, 1909, in the manner herein-after provided, the party of the second part hereby agrees to furnish to said City during said period of time such quantity as said City may desire of the following described coal, and for the price set opposite the same respectfully;

Kind of Coal

Price F.O.B. Min.

Wittsburg No. 8. Mine Run.	\$.95
" " 3/4 Lump	1.00
Cambridge Mine Run.	.95
" 3/4 Lump	1.00
Hocking Mine Run.	1.05
" 3/4 Lump	1.10
Fairmount West. Va. Mine Run.	.80
Kanawha. " " Gas Mine Run.	.85
Kanawha. Cabin Creek. Splint	.85

Said City to buy from said Company all of the coal used by it at its said No. 2, Pumping Station during said period of time, so long as the kind, quality and quantity is satisfactory to said Board, and the same to be shipped and billed on flat bottom cars direct from the mines to said City at its said Pumping Station on the New U-

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and shall remain unchanged, and liable to pay all freight on all coal
or Locomotives to it, and it is understood and agreed that the
freight rates for all of the first rail road or kind of rail road
service, to be sent to and the freight rates on all road of the last
Kings, India or otherwise, shall not exceed \$1.62 per ton before a
freight rates can be obtained by the first of the second part there
and City shall, pay no more than the actual freight rates
obtained.

It is mutually agreed between the parties hereto that in event
of the first party's failing to receive to second party a coal for him
15% of steam in coal based upon mine weight on all coal delivered
as aforesaid transportation with previous bill to the 1st or 2^d
parties to the expense of this contract by the party of the second part, and the
prompt delivery of coal to him or his agents or stores as aforesaid
and shall be subject to delays occasioned by strikes, accidents
and other unavoidable delays, or otherwise in the operation of
mines, and in case of any such, or if failure of any of my
companies to deliver and place same at the mines for
loading, or all mines beyond the control of them as aforesaid
of the second part.

It is further agreed between the parties hereto that after the
delivery of said coal on board of cars by said party of the
second part, said party at the request of the first party, and at
the agency of the party of the first part, to be sent to the 1st or 2^d
with carriage to have said car of coal delivered as aforesaid
billed and sent forward promptly to destination.

The prices made in this contract are based upon the present
mining rate and shall remain so long as said rate of
mining may advance or decline during the period of this
contract.

All freight rates over and above that mentioned in this
contract shall be paid by party of the second part.

This contract shall not be binding or take effect until the
second party shall execute to the party of the first part a bond
in the sum of Six thousand Dollars, with sufficient security
thereon to be approved by the Mayor and City Comptroller of
party of the first part, and conditioned for the faithful
performance by party of the second part of all terms con-
ditions and agreements herein to be performed by it
and until this contract has been ratified and approved
by the Common Council of said city.

Witness our hands and seals this 9th day
of February.

The City of Fort Wayne
by E. J. Leinweber
and F. L. Dinsmore
Julian F. Traubel
President Gasse Brosius
Lafayette Its Board of Public Works

Wm. Haough, Land Company
by W. Haough

Section 1. Be it enacted by the Common Council of the
City of Fort Wayne, That the contract hereto attached, on the day
of February 1909, be entered into by and between, the City of Fort
Wayne, Indiana, through its Board of Public Works, and the
Wm. Haough Land Company, as fully, as far as in the前述
parties, be and shall appear, be and shall appear in all things ratified and
affirmed.

Section 2. That this ordinance be in full force and effect from and
after its passage and approval by the Mayor.

Richard R. Parker

In the City Council Chamber in the City of Fort Wayne Indiana
on the 23rd day of February 1909.

We hereby certify, That the Common Council of the City of Fort
Wayne Indiana, at a regular meeting, held on the 23rd day
of February 1909, by a majority vote of all the members elect,
did pass the ordinance herein annexed attached and known
as General Ordinance No 378

W. C. Schivier
President

J. Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 26th day of
February 1909

J. Frank Mangrove
City Clerk

Approved This 1st day of March 1909

Wm. J. H. Sey
Mayor

1877

Decem. 1st, 1877.

Satisfied by this ordinance in regulating the speed and operation of street and
A. H. Weyant, Interurban Electric Cars.

Section 1. Be it enacted, etc. by the Common Council of the City of Fort
Wayne, That it shall be unlawful for any person or corporation to
sound, or fire it or allow it to be sounded, or gavel of any kind
or interurban electric car, within the limits of said city, unless it is
to be necessary as to do to prevent an accident which otherwise
could not be avoided.

Section 2. That no person or corporation shall run, operate or
propel or allow or permit to be run, operated or propelled, any
street or interurban electric car, on any road, street, avenue or
avenue, any street, alley or public place at a greater speed than
eight or ten per cent.

Section 3. Any person or corporation violating any provision of
this ordinance, shall, on its violation, be fined in any sum not exceeding
One hundred dollars, more than from one to one

Section 4. That this ordinance is to take effect from and after its passage, approved by the Mayor and Clerk.

Done at the Court Chamber in the City of Fort Wayne, Indiana,
the 9th day of March, 1877.

We certify certif. that the Common Council of the City of Fort Wayne, Indiana
at a regular meeting held on the 9th day of March, 1877, passed this ordinance
vote of all the members being cast for the same, and that it is
and remains as General Order.

H. C. Sullivans
President

J. Frank Margraves
City Clerk

Presented to the Mayor for approval on the 12th day of March, 1877

J. Frank Margraves

Affixed this 22nd day of March,

H. J. Hayes

General Ordinance No 380

Introduced by
W.H. & J.W.
An ordinance prohibiting the tapping of, or making
connection with, any public sewer or drain by any
person other than the City-Sewer Inspector, prescribing
the manner of making such connection and the
material with which such connections shall be made
and providing a penalty for the violation thereof.

Sec. 1. It is ordained by the Common Council of the City
of Fort Wayne, that no person other than the City-Sewer
Inspector shall tap into, or make any connection with
any public sewer or drain within the City of Fort Wayne.

Sec. 2. That any person desirous to tap into any public
sewer or drain or to connect any private drain with
any such public sewer or drain, shall apply in
writing to the Board of Public Works of said city for a
permit to connect such private sewer or drain with such
public sewer or drain and after the payment by said
applicant to the Comptroller of such city of the sum of
\$1.00 and after the City-Sewer Inspector has tapped
such public sewer or drain as in the next section
provided, such person may connect such private sewer or
drain to such public sewer or drain at the point so tapped
by said City-Sewer Inspector.

Sec. 3. That upon the payment to the Comptroller of the
sum of \$1.00 as in section 2 provided and upon such
application removing each for the making of such connection,
the City-Sewer Inspector shall cause such public sewer
or drain to be tapped and shall place at the expense
of the city, therein a connection or collar of a suitable
and proper size to be specified and approved by the
Board of Public Works of said city, but no person shall
connect such private sewer or drain to the collar or
connection so placed by such City-Sewer Inspector
unless he be a Sewer Builder licensed by the City of Fort
Wayne.

Sec. 4. That any person who shall violate, or fail to
comply with, the provisions of this ordinance shall be
fined in any sum not exceeding \$100⁰⁰ and not less
than \$10⁰⁰. Any license granted to such person to build

severed, in such city shall be by the Mayor revoked and canceled
for such violation or failure.

Sec. 5. That none of the provisions of this ordinance shall repeal
or be construed as repealing, any of the provisions, terms or
requirements of General Ordinance No. 31 of said City other
than those that are in conflict herewith, but the requirements
of this ordinance shall be deemed and taken as cumulative
to the terms, requirements and provisions of said
General Ordinance No. 31.

Sec. 6. That this ordinance be in full force and effect
on and after its passage, approval by the Mayor and
legal publication.

J. W. Borgar,

Done at the Council Chamber in the City of Fort Wayne
Indiana this 9th day of March 1909.

We, hereby certify, that the Council of the City of Fort
Wayne Indiana, at a regular meeting, held on the 9th day
of March 1909, by a majority vote of the members elect,
did pass the ordinance herein attached and known
as General Ordinance No. 380.

W. C. Schriener
President

J. Frank Mungavan
Secretary

Presented to the Mayor for approval on the 15th day of
March 1909

J. Frank Mungavan
Secretary

Approved this 25th day of March 1909.

Wm. L. Young

Line 6 Oct 1 in 7/10 881

Considerance ratifying and approving a contract entered into by and between the City of Fort Wayne and Olds Coal Company on the 9th day of February 1909, relative to the purchase of coal by said City of Coal.

We, the undersigned, firm on the 9th day of February 1909 the City of Fort Wayne, entered into a contract with the Olds Coal Company providing for the purchase of two thousand tons of coal by said City which contract is in the following words:

This agreement made this 9th day of February 1909 by and between the City of Fort Wayne by and through its Board of Public Works party of the first part and Olds Coal Company party of the second part Witnesseth.

That the party of the second part agrees to hereby bind itself to sell and deliver to the City of Fort Wayne, two thousand tons of Ohio nut, pea and slack coal, to be delivered in approximately even quantities monthly from the 1st of January, 1909 to the 31st day of December 1909 as the party of the first part may from time to time direct and in the manner hereinafter provided and in consideration of which the party of the first part agrees to, and hereby binds itself, to pay to the party of the second part the sum of Sixty cents for each ton of coal so sold and delivered to said City. In case during said year the quality of said coal and the quantities thereof delivered are satisfactory, to said Board of Public Works said City may discontinue the further purchase of any of such coal and the same is to be shipped and billed direct from the mines to said City at its said Municipal Lighting Plant over the Lake Shore and Michigan Southern Railroad or clamp cars but if said party of the second part shall ship such coal on flat bottom cars they are to pay the cost of unloading such coal from such flat bottom cars.

Said City to pay the freight on all coal so purchased by it and it is understood and agreed that the freight rate for the same shall not exceed \$1.25 per ton but if lower freight rates can be obtained by party of the second part thru said city shall pay no more than the actual freight rates so obtained but the freight

rates over and above said \$125 per ton shall be paid by the party of the second part unless the freight from the Hocking district is advanced in like manner where such an advance in freight shall be paid by party of first part.

It is mutually agreed between the parties, hereto that payments by the first party shall be made to second party on account of every car which be sent upon service weight on all coal delivered as aforesaid above in the month of January, Thruonto. The Street performance of his contract by the party of the second part, and his prompt delivery of coal having on cars at said place as aforesaid shall be subject to delays occasioned by strikes, accidents and other unavoidable temporary casualties in the operation of said mines, and want of car supply, and failure of railway companies to deliver and place on at the mines for loading, or other causes beyond the control of the said party of the second part.

It is further agreed between the parties hereto that after the delivery of said coal on board of cars of said Party of the second part, same property at request of the first Party, and as the agent of the party of the first part, will use its best endeavours with carriers to forward said cars of coal delivered as aforesaid, billed and sent forward promptly to destination.

The prices made in this contract are based upon the present mining rate and shall advance or decline as said rate of mining may advance or decline during the period of this contract.

This contract shall not be binding or take effect until the second party shall execute to the party of the first part a bond in the sum of \$3000, with sufficient surety thereon to be approved by the Mayor and City Comptroller of party of the first part, and conditioned for the faithful performance by party of the second part of all terms, conditions and agreements herein to be performed by it and until this contract has been ratified and approved by the Common Council of said city.

Witness our hands and seals this 9th day of February 1909.

The City of Fort Wayne, by
E. J. Lemon

Attest
H. C. McClosky
Acting Clerk

Henry Schwartz
Jesse Brosius
Its Board of Public Works

Olde Coal Company
W. E. & Sons Mgr.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore made on the 1st day of February 1909, entered into by and between the City of Fort Wayne, by and through its Board of Public Works, and the Olde Coal Company, as fully set forth in the foregoing article, be and the same is hereby in all things ratified and approved.

Section 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

J. M. Henry

Done at the Council Chamber in the City of Fort Wayne Indiana on the 23rd day of March 1909

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 23rd day of March 1909 by a majority vote of all the members elect, did pass the ordinance herein attached and known as
General Ordinance No 381,

W. C. Schurin
President

J. Frank Munogowan
City Clerk

Presented to the Mayor for approval on the 29th day of March 1909

J. Frank Munogowan
City Clerk

Approved this 7th day of April 1909

Wm. J. Hausey
Mayor

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General Ordinance No 382

An ordinance amending Section 22 of an ordinance entitled "An ordinance requiring the inspection, authorizing the condemnation, if unwholesome, and regulating the sale of milk and cream; requiring persons engaged in the sale of the same to obtain a license so to do; providing for the employment of a Dairy and Meat Inspector; prescribing his powers and duties; providing a penalty for its violation, and repealing all laws in conflict with the same as amended August 27th 1907; and adopted August 27th 1907 and being General Ordinance No 33;

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that Section 22 of said ordinance be, and the same is hereby amended to read as follows.

Section 22. That any person firm or corporation failing to comply with, or violating any of the provisions of Section one of this ordinance shall upon conviction be fined not less than Two Dollars (\$10⁰⁰) nor more than One hundred Dollars (\$100⁰⁰)

Section 2. That this ordinance be in full force and effect on and after its passage, approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne Indiana, on the 23rd day of March 1907.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 23rd day of March 1907 by a majority vote of all the members then present passed the ordinance herein attached and known as General Ordinance No 382

H. C. Schurin
President

Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 27th day of March 1907

Frank Mungovan
City Clerk

Approved this 7th day of April 1907.

Wm J. Hessey
Mayor.

General Order in re No 383

Whereas, it is agreed upon by and between the City of Fort Wayne by and through its Board of Public Works and the American Bonding Company of Baltimore, on the 13th day of March 1909,

Whereas, heretofore on the 13th day of March 1909 the City of Fort Wayne by and through its Board of Public Works, entered into a contract with the American Bonding Company of Baltimore, whose Contract is in the following words:

This agreement made this 13th day of March 1909 by and between the American Bonding Company of Baltimore party of the first part and the City of Fort Wayne party of the second part by and through its Board of Public Works witnesseth:

Whereas on the 7th day of May 1898 said City by and through its said Board entered into eight contracts with the Alcatraz Construction Company calling for the construction by said Company of asphalt pavements on the following Streets, Hoagland, Woods and, and Conyngham Avenues and Culverfield Avenue and Lincoln Street, three of which contracts referred to as many portions of said Culverfield Street and the remaining five contracts referred to one of the remaining five streets above mentioned respectively and on the 22nd day of July 1898 extended into three further contracts calling for the construction by said Company of asphalt pavements on Fairfield Avenue, High, and Cass Streets in said City, said Contracts covering improvements Resolutions Nos 124, 126, 127, 129, 130, 131, 132, 133, 146, 147, and 148, and,

Whereas on said 7th day of May and on said 22nd day of July said Alcatraz Construction Company executed to the City of Fort Wayne, in accordance with the provisions of said contracts, its eleven bonds, conditioned that if the said Alcatraz Construction Company should faithfully perform and fulfill all the requirements of the warranty and guarantee contained in each of said contracts and make all repairs required under said guarantees and in the manner therein provided for these said bonds should be null and void otherwise to be in full force and effect, and which bonds were executed by the party of the first part, under the name of the

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American Building and Trust Company of Baltimore, Md
as said party and Alcatraz Construction Company and,
it is agreed, that the Alcatraz Construction Company guarantees
to make up and repair all parts of the paving and curbside
and gutters out of the asphaltic auto and grades of the paving
and crossings which may occur at any time within ten years
from the date of the final estimate and acceptance of the
same by its said first party who acts and guarantees that
the work is to be in said work and the work itself shall
be such that said asphalt will be in as good condition at
the expiration of ten years from the date of the final
estimate as when accepted by the Board except as to
natural wear which is not to exceed one-fourth inch
in five (5) years nor more than one-half inch in ten (10)
years from its original thickness and should it be found
necessary to replace 40 per cent or more of any section
of the street with new material any time during the ten
years under this guarantee, the entire section is then
to be resurfaced. It is further agreed by said first party
(said Alcatraz Construction Company) that if any street
becomes out of repair in some degree of any nature
covered by said guarantee, that said first party (said
Alcatraz Construction Company) will upon notice from
said second party (said City) make such repairs and
in case of failure so to do within ten days from service
of said notice said second party (said City) shall have
the right to purchase said material as it may deem
necessary and to employ such persons as it may deem
proper, undertake and complete said repairs collecting
the cost there of from said first party (Alcatraz Con-
struction Company) and the sum due on the contract
and Bond jointly and severally and,

Whereas all of said streets were at the expiration
of the ten year guarantee and maintenance period in
such condition that it will be necessary to make
many repairs thereon in order to have the same
comply with, and be of the kind mentioned in said
provisions of said contracts above set out, and,

Whereas said City, served due notice upon said
Alcatraz Construction Company and upon said American
Building Company of Baltimore, the party of the first part,
as required by said contracts and each of them,
to make said repairs and more than ten (10) days

has elapsed since the serving of such notice; and said Aleatory Construction Company has failed and refused to make any repairs upon said Streets or any of them as aforesaid contracts and each of them equitably.

Whereas said City has threatened and is about to institute proper and necessary actions on each of said bonds to recover from said Aleatory Construction Company and the party of the first part the amount it claims is due to it by reason of said violation of and failure to comply with, said provisions of said contracts on the part of said Aleatory Construction Company, and,

Whereas it is by the parties hereto deserved that said difference may be mutually settled and adjusted without the resort and annoyance of litigation.

Now, therefore,

In consideration of the mutual warrants and agreements herein contained, it is by the parties hereto agreed,

1. That the party of the first part shall pay to the party of the second part the sum of fifteen thousand five hundred Dollars within ten days after the approval by the Mayor of said City of an ordinance of the Common Council of said City approving this instrument.

2. That the party of the second part hereby forever, and completely releases the party of the first part and the Aleatory Construction Company from all and all liability, of any kind whatever, growing out of, or in any manner connected with, the contracts and bonds mentioned and returned to in the foregoing bonds and releases and releases said party of the first part and said Aleatory Construction Company from the making of any further repair on, or the further maintenance of, any of the Streets in said Contracts referred to and from the payment of any money for any failure or omission on the part of said Aleatory Construction Company to comply with the provisions of said contracts and each of them.

(Signed)

Witness our hands and the day and year as above written.

Sign. Dr. A. L. Brown
in the presence of
William Lee and

Oct 11 19
C. T. Foster

Our cause is a noble one
Secession & Independence
are to be aimed
Patriotism & Loyalty to
the Union
The Constitution
and the Government
of the United States
Affectionate regards
U. S. Army
at Monroe.

See. 1. We do herewith submit to your Excellency of the Adj't'y
Foot Wayne, that this is stored here before the 15th day of
March 1909, entered into by and between the City of Fort
Wayne, by and through its Mayor of Robbie W. Stue, and
the American Training Company of Indianapolis, a full, set
of plans that are not in practice, so as to have some record
in all things, rats being so approved.

Sec 2 That this ordinance be in full force and take effect from and after 1st to 5 o'clock and afternoon to 6pm Monday,

Received from Mr. E. L. Gammie, State Geologist, Indiana, on Jan. 21st, 1890.

The County Clerks, doth the Board of Commissioners of the City of
Fort Wayne Indiana at a regular meeting, held this day
15th day of April 1877, by a majority vote of all the
members elected did pass the ordinance hereto attached
and renew as follows. Ordinance No. 218,

W.C. Schurz

(Inside)

Frank D. Morgan

SUGAR PLANTATION

Presented to the Library of Congress on the 14th day of April 1909

Wet sand. 71 m.s.m.
Daily limit

Attested this 16th day of April 1909

44° 2' 30" N.

Law in Edition No. 110 284.

Concerning maintaining the employment of an Assistant Chief of the Fire Department and fixing such Officer's compensation.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne that the Department of Public Safety be, and it is hereby authorized and empowered to employ an Assistant Chief of the Fire Department who shall receive a salary at the rate of \$1200⁰⁰ per year.

Section 2. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Law in Edition No. 110 284.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 13th day of April 1909

W. H. Hendricks by the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 13th day of April 1909 by a majority vote of all the members elect did pass the ordinance hereinabove attached and known as General Ordinance No. 384.

H. C. Schewirz
President

I. Frank Mungowan
Secretary

Presented to the Mayor for approval on the 16th day of April 1909.

I. Frank Mungowan
Secretary

Approved this 16th day of April 1909

Wm. J. Gandy
Mayor

1. *Ordinance No. 385-*

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Introduced by C. M. St. James, for creating the manner of handling milk bottles, kegs, cans and other vessels used as milk containers, and providing a penalty for its violation.

Sec. 1. It shall be unlawful for any person, by himself or his servant or agent, or for the servant or agent of any other person, firm or corporation having the custody of any milk can, bottle, measure or other vessel used as a container for milk, by any licensed dairyman, to place or cause or allow to be placed, therein any offal, swill, Kerosene, vegetable matter, or any article other than milk, Sherman milk, Butter milk, cream, or water or other agent used for cleansing such can, jar, bottle, measure or other vessel.

Sec. 2. It shall be unlawful for any person, by himself or his servant or agent, or for the servant or agent of any other person, firm or corporation, having the custody of a milk can, bottle, measure or other vessel used as a container for milk by any licensed dairy man to return to such dairyman any such milk can, bottle measure or other vessel which has not been thoroughly cleansed or which contains any accumulated dirt, offal, filth, swill, Kerosene, vegetable matter, sour or stale milk, or any article other than water or other agent used for cleansing said can, jar, bottle, measure or other vessel.

Sec. 3. That any person, firm or corporation violating any of the provisions of this ordinance shall be fined in any sum not less than \$10. and not more than \$100.

Sec. 4. That this ordinance be in full force and effect from and after its passage and approval by the Mayor

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 27th day of April 1909

We hereby certify, I, the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 27th day of April 1909 by a majority vote of all the members elect, did pass the ordinance herein attached, and known as
General Ordinance No 385-

W. C. Scherzer
President

J. Frank Neugobius
Secretary

Presented to the Mayor for approval on the 1st day of May 1909

Frank Mungovan
City Clerk

Approved this 10th day of May 1909

Wm J. St. John

General Ordinance No 386

An ordinance Ratifying and Approving a contract entered into by and between the City of Fort Wayne and Joseph F. Gurbuck and William A. Ricehart, both doing business under the firm name of Gurbuck & Ricehart, on the 9th day of February 1909, relative to the purchase by said City of coal.

Whereas, heretofore on the 9th day of February 1909, the City of Fort Wayne entered into a contract with Joseph F. Gurbuck and William A. Ricehart, both doing business under the firm name of Gurbuck & Ricehart, providing for the purchase of two thousand tons of coal by said City, which contract is in the following words:

This agreement made this 9th day of February 1909, by and between the City of Fort Wayne by and through its Board of Public Works party of the first part and Joseph F. Gurbuck and William A. Ricehart both doing business under the firm name of Gurbuck & Ricehart parties of the second part, witnesseth:

That the parties of the second part agree and hereby binds themselves to sell and deliver to the City of Fort Wayne two thousand tons of Hocking river, free and slack coal to be delivered in even monthly quantities of approximately 180 tons per month from the 1st day of January 1909 to the 31st day of December 1909, and in the manner herein after provided and in consideration of which the party of the first part agrees, and hereby binds itself to pay to the parties of the second part the sum of fifty-three cents for each ton of coal so

at time or its next listing. It is agreed between us that the quality of said coal and the quantity in tons & cwt's in it, may fluctuate & not exceed of Bubble West coal listed or an description of coal for 1 ton per ton of mineral coal, until the same is to be shipped and billed direct from the mine to said flat bottomed boat at the rate of £1 per ton over other boats. £1 10/- per ton in coal in said boat. £1 per ton as cost of delivery of the second party shall be paid and remitted flat bottomed boat. Thus, as to pay the cost of unloading each coal from said flat bottomed boat.

It is further agreed by the first party in all coal so purchased to stand it down at present rates then, there, now or otherwise to obtain the payment of the second party than said bill shall pay his money than the rates of £1 per ton, so obtained.

It is further agreed between the parties hereto that payments by the first party shall be made to second party on or before the 15th of every month based upon mine weights on all coal delivered or after in said month, previous thereto. The cost of purchases of this contract by the parties of the second party, and the prompt delivery of coal herein on cars at said mines as aforesaid shall be subject to delay occasioned by strike, accident and other unavoidable temporary casualties in the operation of said mines, and want of car supply, and failure of railway companies to deliver and place car at the mines for loading, or other causes beyond the control of said parties of the second party.

It is further agreed between the parties hereto that after the delivery of said coal on board of car by said parties of the second party, said parties at the request of the first party, and as the agent of the party of the first party, will use its best endeavours with carriers to have said car of coal delivered as aforesaid filled and sent forward promptly to destination.

The prices made in this contract are based upon the present mining rate, and shall advance or decline as said rate of mining may advance or decline during the period of this contract.

This contract shall not be binding or take effect until the second parties shall execute to the party of the first party a bond in the sum of three thousand dollars with sufficient surety thereon to be approved by the Mayor and City Councils of party of the first party, and conditioned for the faithful performance by party of the

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same part of all terms, conditions and agreements
herein to be performed by it, and until this contract has
been - at first and approved by the Common Council
of said City.

We the undersigned and seal this 9th day of February 1909

The City of Fort Wayne, by

Attest

E J Lamm

J H Becker.

Joseph Brosius

Cleota

To Board of Public Works

Justified by Ruehart

Mark Ruehart

John Ruehart

Secton 1. Be it ordained by the Common Council of the
City of Fort Wayne, That the contract heretofore on the
7th day of February 1909 entered into by and between the
City of Fort Wayne, by and through its Board of
Public Works and Joseph F. Gurbuck and William
A. Ruehart jointers doing business under the firm
name of Gurbuck and Ruehart as fully set forth in
the preamble hereto, be and the same is hereby in
all things ratified and approved.

Secton 2. That this ordinance be in full force and
take effect from and after its passage and approval
by the Mayor.

W. C. Schewien

Done at the Common Chamber in the City of Fort Wayne
Indiana on the 11th day of May 1909.

We hereby certify that the Common Council of the City
of Fort Wayne Indiana, at a regular meeting, held
on the 11th day of May 1909, by a majority vote
of all the members elect, did pass the ordinance
hereunto attached and known as General Ordinance No 386

W. C. Schewien

President

J Frank Munogovan

City Clerk

Presented to the Mayor for approval on the 24th day
of May 1909

J Frank Munogovan
(City Clerk)

Approved this 3rd day of June 1909

Wm. J. Rose
(City Clerk)

Douglas - October 1st, 1887.

At a meeting of the Common Council of the City of Fort Wayne held on the 11th day of May, 1909,
it was voted to extend the boundaries of the City of Fort Wayne Indiana
as follows:

Section 1. Be it enacted by the Common Council of the City of Fort Wayne that the territorial limits of the City be and are hereby fixed and extended as follows: Commencing at the intersection of the center line of Savannah Street with the intersection of the center line of Pontiac Street, thence east along the center line of Pontiac Street to its intersection with the center line of Gladaper Avenue, so called; thence north along the center line of Gladaper Avenue to its intersection with the center line of New Haven Avenue so called; thence west along center line of New Haven Avenue to its intersection with the center line of Edsall Avenue so called; thence north along the center line of Edsall Avenue and the center line of Edsall Avenue extended until it intersects with the south line of the right-of-way of the New York Chicago & St. Louis Railway, thence southward along said right-of-way line until it intersects with the center line of Park Street so called; thence along the center line of Park Street to the south bank of the Maumee River, thence westward following the meanderings of the Maumee River to its intersection with the center line of Glasgow Avenue thence south along the present city limits line to the place of beginning.

Be it further enacted that the property included within the lines herein indicated shall hereafter be within the corporate limits of the City of Fort Wayne Indiana and subject to taxation for city purposes.

Section 2. This ordinance shall be in full force and effect on and after its passage and its approval by the Mayor and legal publication.

(Walters)

Done at the Council Chamber in the City of Fort Wayne Indiana on the 11th day of May, 1909

We hereby certify that the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 11th day of May 1909, by a majority vote ...

The members elect, did pass the ordinance hereto attached and known as, General Ordinance No. 387.

H. C. Schumacher
(President)

Frank Mungowan
City Clerk

Presented to the Mayor for approval on the 24th day of May 1909

Frank Mungowan
City Clerk

Adopted at this 2nd day of June 1909

Wm J. Hausey
Mayor

General Ordinance No. 388.

An ordinance regulating the handling of gasoline, kerosene, coal oil and head-light oil and providing a penalty for its violation was enacted May 25th 1909

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that no gasoline shall be stored or kept in a larger quantity than one quart in any can, vessel or jar unless the exterior of such can, vessel or jar is painted red and the word "Gasoline" is written thereon in a conspicuous manner, and no gasoline shall be stored or kept in any quantity of one quart or less in any can, vessel, bottle or jar unless there be placed thereon a label not less than two inches in width and two and one-half inches long upon which shall be placed in an appropriate manner the words "Caution" and "Gasoline" such label to be white paper and such words written or printed with red ink.

Sec. 2. That no person, firm or corporation engaged in the sale of gasoline shall place the same in any can vessel or jar in any quantity more than one quart at a time belonging to such person, firm or corporation, or belonging to any person, firm or corporation purchasing such gasoline unless the exterior of such can, vessel or jar is painted red.

front and the word "Gasoline" is placed thereon in a conspicuous manner.

Sec 3. That no person firm or corporation engaged in the sale of gasoline shall place one quart or any less quantity of the same in any can, jar, bottle or vessel belonging to such person, firm or corporation, or belonging to any person, firm or corporation purchasing such gasoline, unless there be placed thereon a label not less than two inches in width and two and one half inches long upon which shall be placed in an appropriate manner the words "Caution" and "Gasoline" such label to be white paper and such words written or printed with ink.

Sec 4. That no kerosene, head-light or coal oil shall be stored or kept, in a larger quantity than one quart at a time in any can, vessel or jar unless the exterior of such can, vessel or jar is painted blue, and no person, firm or corporation engaged in the sale of such oil shall place any quantity larger than one quart thereof in any can, jar or vessel belonging to such person, firm or corporation or belonging to any person, firm or corporation purchasing such oil, unless the exterior of such can, vessel or jar is so painted blue.

Sec 5 Any person, firm or corporation violating any of the provisions of this ordinance shall be fined in any sum not less than five dollars nor more than Twenty five Dollars.

Sec 6 That This ordinance shall be in full force and effect on and after the 1st day of July 1909

Michael Kruer

Done at the Council Chamber in the City of Fort Wayne
This 25th day of May 1909.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 25th day of May 1909, by a majority of all the members elected did pass the ordinance herein attached, and known as General Ordinance No. 388.

W. C. Schreier
President

J. Frank Mungoroway,
Secretary

Presented to the Mayor for approval on the 28th day of May 1909

Frank Mungovan
City Clerk

Witnessed at this 7th day of June 1909

Wm J Hosay
Mayor

Executive Ordinance No 387.

An ordinance relating to and approving a contract entered into by the City of Fort Wayne and the United States Cast Iron Pipe and Foundry Company, a corporation, on the 11th day of May 1909, for the purchase by said City from said Company of Iron Pipe and Castings for the Water Works Department.

Whereas, heretofore on the 11th day of May, 1909, the City of Fort Wayne by and through its Board of Public Works entered into a contract with the United States Cast Iron Pipe Company for the purchase by said City of cast iron pipe and special castings for use in the Water Works Department of said City, which contract is in the following words:

This agreement made and entered into this 11th day of May 1909, by and through its Board of Public Works; party of the first part, and the United States Cast Iron Pipe and Foundry Company, a corporation, party of the second part; Witnesseth:

The party of the first part agrees and hereby binds itself to buy, and the party of the second part agrees and hereby binds itself to sell and deliver to the party of the first part, the following pipe and special castings:

Three hundred (300) or more tons of 4-6-8 and 12 inch pipe, or any or all of said sizes pipe, and such special castings as said Board may deem proper and necessary for the proper and necessary use of one thousand (300) tons of pipe.

It is further agreed that said City shall pay to said party of the second part for said pipe at the rate of \$24.50 per ton for 4 inch pipe, and \$24.25 per ton for 6-8 or 12 inch pipe, and for said special castings

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at the rate of 2½ cents per pound, all F.O.B. cars City of Fort Wayne at places of delivery.

Party of the second part to furnish all of said pipe and special castings to said City from time to time so that the delivery of all of said pipe be made in Fort Wayne, Indiana, not later than the 1st day of July 1909.

It is further agreed and understood that said pipe and special castings shall be of the kind and material and manufactured in the manner specifically described in the specifications therefor, a copy which is attached hereto and made a part hereof, and all the provisions, requirements, terms and conditions, including the kind of material, method of manufacture, tests, cleaning, inspection weight, etc., are hereby made a part of this contract and binding upon the parties hereto the same as if contained herein in full except as herein changed or modified.

Witness our hands and seals the day and year first above written.

Attest

Julian F. Franke
Clerk

To City of Fort Wayne, by
E. J. Lemmon
Henry Schwartz,
James Brosius
Its Board of Public Works

U.S. Cast Iron Pipe & Foundry Co.
By A. J. Goodhue
Water Works Manager

See 1 Be it ordained by the Common Council of the City of Fort Wayne, that the Contract hereto for on the 11th day of May 1909, entered into by and between the City of Fort Wayne by and through its Board of Public Works and the United States Cast Iron Pipe and Foundry Company, is made to the purchase of pipe for the Water Works Department as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and confirmed.

See 2 That this ordinance be in full force and take effect on and after its passage and approval by the Mayor.

W. C. Johnson,

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 25th day of May 1909.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 22nd day of May, 1909, by a majority vote of all the members elect, did pass the ordinance herewith attached and known as General Ordinance No. 38.

W. C. Schurz
President

Frank Mungaray
City Clerk

Presented to the Mayor for approval on the 28th day of May, 1909

Frank Mungaray
City Clerk

Approved this 7th day of June 1909

Wm. J. Hosay
Mayor

General Ordinance No 391

Introduced by an ordinance extending the city limits and annexing W. E. Cook certain territory to the City of Fort Wayne.

Section 1. Be it enacted by the Common Council of the City of Fort Wayne Indiana, that the territorial limits of the City be and are hereby fixed and established as follows:

Commencing at the intersection of New Haven Avenue, so called, with the center line of Edsall Avenue, so called, thence east along the center line of New Haven Avenue, so called, to its intersection with the east line of section 6 T 30 NR 13 E; thence south following the east line of section 6 and section 7, township and range, aforesaid, to the south line of said section 7; thence west on said south line of said section 7 to its intersection with the present city limit line; thence north along the present city limits line to the place of beginning.

Be it further enacted, That the property included within the lines herein indicated shall hereafter be within the corporate limits of the City of Fort Wayne Indiana and subject to taxation.

Section 2. This ordinance shall be in full force and effect on and after its passage and its approval by the Mayor and legal publication.

Done at the Council Chamber in the City of Fort Wayne, Indiana on the 8th day of June, 1909.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 8th day of June 1909, by a majority vote of all members elect did pass the ordinance hereinabove attached and known as General Ordinance No. 391.

W. C. Schlueter
President

J. Frank Munogowan
City Clerk

Presented to the Mayor for approval on the 12th day of June 1909

J. Frank Munogowan
City Clerk

Approved this 15th day of June 1909

Wm. F. B.

General Ordinance No 392

Salisbury, the ordinance arming certain territory to certain Ward
W.C. Wilsons in the City of Fort Wayne made necessary by the annexation
of said territory to said City

See 1. Be it ordained by the Common Council of the City
of Fort Wayne, that the following described territory
within the corporate limits of said City be, and the sa-
id territory, annexed to and made a part of, the Eighth Ward,
in said City;

All that part of following tract lying north of the Right of way
of the Pittsburg Fort Wayne & Chicago Railroad Company
Commencing at the intersection of the center line of Savannah
Street with the intersection of the center line of Pontiac Street
thence east along the center line of Pontiac Street to its
intersection with the center line of Elkhorn Avenue so called;
thence north along the center line of Elkhorn Avenue so called, to its intersection with the center
line of New Haven so called; thence west along the
center line of New Haven Avenue to its intersection with the
center line of Edsall Avenue so called; thence north along
the center line of Edsall Avenue and the center line of
Edsall Avenue extended until it intersects with the
south line of the right-of-way of the New York, Chicago and
St. Louis Railway; thence southeast along said right-of-way
line until it intersects with the center line of Park Street
so called; thence along the center line of Park Street to
the south bank of the Maumee river; thence westerly following
the meanderings of the Maumee river to its intersection
with the center line of Glasgow Avenue; thence south along
the present city limits-line to the place of beginning, also
Commencing at the intersection of New Haven Avenue,
called, with the center line of Edsall Avenue so called
thence east along the center line of New Haven Avenue
so called, to its intersection with the east line of
Section six (6) Township thirty (30) North, Range
Thirteen (13) east, thence southerly following the east
line of Section six (6) and Section seven (7) Township
and Range aforesaid, to the south line of said
Section seven (7) thence west on said south line
of said Section seven (7) to its intersection with
the present city limits-line; thence north along
the present city limits-line to the place of beginning.

Sec. 2. That the following described territory within the corporate limits of said city be and the same is hereby annexed to and made a part of the tenth ward in said city.
All that part of the following tract lying south of the right-of-way of the Pittsburgh Fort Wayne and Chicago Railroad Company, Commencing at the intersection of the center line of Savannah Street with the intersection of the center line of Pontiac Street; thence east along the center line of Pontiac Street to its intersection with the center line of Scalaper Avenue so called; thence north along the center line of Scalaper Avenue so called to its intersection with the center line of New Haven Avenue so called, thence west along the center line of New Haven Avenue to its intersection with the center line of Edsall Avenue so called; thence north along the center line of Edsall Avenue and the center line of Edsall Avenue extended until it intersects with the south line of the right of-way of the New York, Chicago and St Louis Railway; thence southward along said right of way line until it intersects with the center line of Park Street so called; thence ~~south~~^{westerly} along the center line of Park Street to the south bank of the Maumee river; thence westerly following the meandering of the Maumee river to its intersection with the center line of Glasgow Avenue; thence south along the present city limits line to the place of beginning.

Sec. 3. That this ordinance shall be in full force and take effect from and after its passage and approval by the Mayor.

W.C. Schubier

Done at the Council Chamber in the City of Fort Wayne Indiana on the 22nd day of June.

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 22nd day of June by a majority vote of all the members elect did pass the ordinance hereinabove attached and known as General Ordinance No. 392.

W. C. Schubier

President

J. Frank Mungovare
City Clerk

Presented to the Mayor for approval on the 26th day of June 1909

J. Frank Mungovare
City Clerk

Approved this 6th day of July 1909

Wm. J. Hessey

General Ordinance No 393

Established by Council, on the 22nd day of June 1909, for a sum of
W.C. Schermer, the City

See 1. Be it ordained by the Common Council of the City
of Fort Wayne, That the Treasurer of the City receive a salary
for his services as such Treasurer from the 10th day of
April 1909 at the rate of Two Thousand dollars per annum.

See 2. That all ordinances or parts of ordinances in
conflict herewith are hereby repealed.

See 3. That this ordinance be in full force and take
effect on and after its passage and approval by the Mayor
W. C. Schermer

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 22nd day of June 1909

We hereby certify that the Common Council of the City of
Fort Wayne Indiana at a regular meeting held on the
22nd day of June 1909, by a majority vote of all the members
present, did pass the ordinance herein attached, and known
as General Ordinance No 393.

W. C. Schermer
President

Frank Mungorau
City Clerk

Presented to the Mayor on the 26th day of June 1909

Frank Mungorau
City Clerk

Approved this 6th day of July 1909

Wm J. Hause
Mayor

General Ordinance No 394

Established by the ordinance of fixing the salaries of the Health Commissioners
of the City of Fort Wayne.

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne, that the President of the Department of Health shall receive a salary at the rate of Four Hundred Dollars per annum.

Sec 2. That one Health Commissioner, other than the President and Secretary of the Department of Health, shall receive a salary at the rate of One Hundred and Fifty Dollars per annum.

Sec 3. The Secretary of the Department of Health shall not receive for his services as such Secretary and as Health Commissioner any compensation whatever, either directly or indirectly, other than that fixed by law to be paid to him as such Secretary and he shall not receive for his own use, directly or indirectly by any, fees, perquisites, commissions or money paid to him in his official capacity but all such fees, perquisites, commissions and money paid to or received by him for any service rendered by him either as Secretary of the Department of Health or Health Commission shall be the property of the City.

Sec 4. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec 5. That this ordinance be in full force and effect on and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana This 22nd day of June 1909.

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 22nd day of June 1909, by a Majority vote of all the members elected, did pass the ordinance herein attached and known as General Ordinance No 394

W C Schurz

President

A Frank Mangowan

City Clerk

Presented to the Mayor for approval on the 28th day of June 1909

A Frank Mangowan

City Clerk

Approved this 30th day of June 1909

Wm J Rose
Mayor

General Edition No 395

Attest by Circulars or ordering the improvement of Craigton Avenue in
Wth Street from Calhoun Street to Broadway by grading and paving
the sidewalks on both sides thereof.

Whereas, Certificate on the 2^d day of May 1909, the Board
of Public Works duly adopted a resolution, deeming it
necessary to grade to a width of eleven feet, and have
with curvet to a width of five feet, the sidewalks on
both sides of Craigton Avenue from Calhoun Street to
Broadway, the cost thereof to be assessed upon the
real estate abutting on both sides of said street;

Whereas, the 17th day of June 1909, was fixed the date
for hearing and considering objections and remonstrances
against said improvement. Therein was presented to the Board
of Public Works a remonstrance signed by a majority
number of real estate owners on said street against
said proposed improvement, the Board finds itself prompted
by law in making said improvement, etc.

Now, therefore, I, Austin Corcoran, Council of the
City of Fort Wayne, doth hereby direct that the
sidewalks on both sides of Craigton Avenue from
Calhoun Street to Broadway be and the same is hereby
ordered improved by grading to a width of eleven feet
and having with curvet to a width of five feet; and the
said Board of Public Works are hereby authorized and
directed to cause said improvement to be made in
accordance with the resolutions so adopted by it, as set
forth in the preamble hereto, and in accordance with
the provisions of an act entitled "An act concerning
Municipal Corporations," passed by the General Assembly
of the State of Indiana at its Sixty-fourth regular
session, and acts amendatory therof and supplementary thereto.

Section 2 This ordinance be in full force and take
effect on and after its passage and approval by
the Mayor

W^m Easler

Done at the Council Chamber in the city of Fort Wayne
Indiana on the 13th day of July, 1909.

We hereby certify, That the Common Council of the City of Fort Wayne
Indiana at a regular meeting, held on the 10th day of July, 1909, by a
majority vote of all members elected, did pass the ordinance
hereunto attached and known as General Ordinance No. 395.

William B. Johnson
President

Frank Mungarwan
City Clerk

Presented to the Mayor for approval on the 22nd day of July 1909
Frank Mungarwan
City Clerk

Approved this 24th day of July, 1909

General Ordinance.

We hereby, An ordinance, upholding Railroad Track Elevation Resolution
No. 2, adopted by the Board of Public Works of the City of
Fort Wayne, July 8, 1909, and ratified and approved by
said Board on July 11, 1909.

Sec. 1 Be it ordained by the Common Council of the City of
Fort Wayne, that Railroad Track Elevation Resolution No. 2
adopted by the Board of Public Works of the City of Fort Wayne
on July 8th 1909 and by said Board on July 11, 1909 confirmed
and approved, be, and the same is hereby, in all things
ratified and approved.

Sec. 2 That this ordinance be in full force and effect
on and after its passage and Approval by the Mayor.

William A. Bayar

Signed at the Council Chamber in the City of Fort Wayne Indiana
on the 27th day of July 1909

We hereby certify, That the Common Council of the City of Fort Wayne
Indiana at a regular meeting, held on the 27th day of July, 1909,
by a majority vote of all the members elected, did pass the ordinance
hereunto attached and known as General Ordinance No. 396

William A. Bayar

Frank Mungarwan

President Pro tem.

City Clerk

Presented to the Mayor for approval on the 11th day of August 1909
Frank Mungarwan City Clerk

Approved this 14th day of August 1909

William A. Bayar

Done at Fort Wayne on the 27th day of July 1909

Be it ordinance fixing the salaries of the Councilmen and
City Civil Engineers of the City of Fort Wayne, Indiana:
Repealing conflicting ordinances, and fixing the time
when this same shall take effect.

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne, Indiana, that each Councilman of such
City shall receive a salary at the rate of \$2000 per
annum and the City Civil Engineer shall receive a
salary at the rate of \$2500 per annum.

Section 2. That all ordinances or parts of ordinances in
conflict herewith are hereby repealed.

Section 3. That this ordinance be in full force and effect
from and after its passage and approval of the Mayor
and the first Monday in August 1909.

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 27th day of July 1909

We hereby certify that the Common Council of the City of Fort
Wayne at a regular meeting held on the 27th day of
July 1909, by a majority vote of all the members elected did
pass this ordinance known to attach and become as
General Ordinance No 397

William A Bayar
President Pro tem.

J Frank Mungovan
City Clerk

Presented to the Mayor for approval on the 11th day of
August 1909

J Frank Mungovan
City Clerk

Approved this 14th day of August 1909

Wm J Hesey
Mayor

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General Ordinance No 398

Introduced by
W C Cook

An ordinance fixing the time when Clerks and Employees
of the City of Fort Wayne Indiana, shall receive their
Salaries and compensation; Repealing conflicting
ordinances, and fixing the time when the same shall take effect.

Section 1. Be it enacted, etc. by the Common Council of the City of
Fort Wayne, Indiana, that all clerks and employees of the
City of Fort Wayne Indiana shall receive their salaries or
Compensation semi-monthly upon the first and sixteenth
day of each month.

Section 2. All ordinances and parts of Ordinances in conflict
herewith are hereby repealed.

Section 3. This ordinance to be in full force and effect on and
after its passage and approval by the Mayor.

We hereby certify, That the Common Council of the City of Fort
Wayne, Indiana at a regular meeting held on the 27th day
of July 1909, by a majority vote of all the members elected did
pass the ordinance herein attached, and known as
General Ordinance No 398

William A Bayar
President Pro tem.

Frank Mangione
City Clerk

Presented to the Mayor for approval on the 11th day of

J L Cook Mayor

Vetoed by the Mayor. See the Mayor's communication dated
August 14th 1909, and in Council Proceedings September 1st 1909.

General Ordinance No. 379

Be it known to all comers, ratifying and approving a contract M.B. Johnson entered into on the 14th day of September 1909 by and between the City of Fort Wayne, by and through its Board of Public Works and Fort Wayne Electric Works.

Whereas on the 14th day of September 1909 the City of Fort Wayne, by and through its Board of Public Works and Fort Wayne Electric Works entered into a contract relative to the installation of two fuel oil tanks under the surface of Morrell Street in said City, which contract is in the following words:

This agreement made and entered into this 14th day of September 1909 by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and Fort Wayne Electric Works, party of the second part.

This in consideration of the mutual covenants and agreements herein contained and expressed it is hereby by the parties agreed as follows:

1. That a leave, license and permission, be and the same is hereby granted by the party of the first part to the party of the second part to construct and maintain at the north-end of Morrell Street and adjoining the right of way of the Pittsburg, Fort Wayne & Chicago Railroad Company two 6,000 gallon fuel oil tanks and to store and keep in each of such fuel oil tanks not more than 6000 gallons of fuel oil. Such tanks to be located at least four feet from the established grade line of said Morrell Street and to be covered with an eight inch brick arch with a proper and suitable man-hole cover in such manner and to be satisfactory to said Board of Public Works. Such tanks to be so installed and maintained as not to in any manner interfere with the free and easy travel by the public over such place!

The party of the first part agrees to keep each of such tanks in such repair as well as the covering over the same as not to at any time interfere with the free use of and travel on said street by said public and agrees to allow said City, and said City hereby reserves the right and power to at any time for the purpose of drainage, sewerage or other public improvement of any kind whatever

To enter the said street under each said tanks installed and maintained, and adjacent thereto, to any depth that said City may deem necessary and in case it is deemed necessary by said Board, or the Common Council of said City, to lay or construct any sewer or sewage, pipes, conduct or other public improvements of any kind or character whatever under said street, the said party of the second part, its successors and assigns agrees that they will remove at their expense said tanks or as much thereof as said City may deem necessary for the purpose of constructing or maintaining any of such improvement.

3. It is hereby agreed by the party of the second part, its successors and assigns as a condition of the leave, license and permission herein granted that said Company and its successors and assigns will at all times save and hold said City, free and harmless from any and all loss, liability or damage to any person or property which shall occur or result at any time or in any manner growing out of, connected with or by reason of the construction or maintenance of said tanks, whether or not said persons be in the employ of or said property belongs to said City or any other person or corporation; and the party of the second part, its successors and assigns, agree that it will defend in the name of said City and at the expense of said Company, any and all actions that may be instituted against said City to recover any such loss, liability or damage and will pay any judgment that may be rendered in any such action against said City.

4. It is agreed that if the party of the second part, or its successors and assigns, shall violate or fail to perform any of the conditions of this agreement said City shall have the right and power upon such factum or violation after five days written notice by said City to said Company or its intention so to do, to revoke the leave, license or permission herein granted, and in which event said Company, its successors and assigns shall within a reasonable time cause said tanks to be removed and the Street to be placed in the same condition as to grade and pavement as it was at the time of such revocation and on the failure of said Company, its successors and assigns so to do said City may cause the removal of said tanks and the repair of said Street as above set forth and recover the cost and expenses thereof of and from the party of the second part its successors and assigns.

Together with \$1000 liquidated damages for such failure
on the part of said Company its successors and assigns

Witness our hands and seals the day and year first
above written

Fort Wayne Electric Works by.
Henry E. Paul. Presd.

Attest
A. W. Becker.
Clerk

City of Fort Wayne by.
E. J. Lennon.
Henry Schwartz.

Its Board of Public Works

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne, that the contract heretofore on the 14th day
of September 1909 entered into by and between the City
of Fort Wayne by and through its Board of Public Works
and Fort Wayne Electric Works relative to the
installation of two fuel tanks under the surface of
Morrall Street as fully set forth in the preamble hereto
be and the same is hereby, in all things ratified confirmed
and approved.

Section 2. That this ordinance be in full force and take
effect on and after its passage and approval by the
Mayor.

Marion P. Johnson

Done at the Council Chamber of the City of Fort Wayne Indiana
on the 14th day of September 1909

We hereby certify, that the Common Council of the City of
Fort Wayne Indiana, at a regular meeting held on the
14th day of September 1909, by a majority vote of all the
members elect did pass the ordinance hereto attached
and known as General Ordinance No 399

W. C. Schwin
President

Frank Munogowan
City Clerk

Promoted to the Mayor for approval on the 22nd day of September 1909

Frank Munogowan
City Clerk

Approved this 28th day of September 1909

Wm J. Rosey
Mayor

501

General Ordinance No. 400.

Substantiated by
John F. Reisch

Amounts assessed for the City Tax Levy for the year 1909

Section 1. Resolved at the Regular Council meeting of the City of Fort Wayne Indiana that a levy of one mill and ten cents (\$1.10) upon each one hundred dollars in assessed valuation of all property within the corporate limits of the City of Fort Wayne Indiana be made for the year 1909. That the above levy be divided as follows:

General Improvement Fund	.82
Sir. King Fund	.05
Auburn Wayne Monument Fund	.0044
Firemen's Pension Fund	.01
Police Pension Fund	.01
Municipal Electric Light Fund	.0752
Market House Fund	.0144
Track Elevator Fund
Total	\$1.10

Also \$1.00 shall be collected from each male inhabitant liable according to law, a poll tax of two dollars (\$2.00).

Section 2. That all taxes shall be collected in semi-annual installments.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the mayor.

John F. Reisch.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 28th day of September 1909.

We hereby certify, That the Common Council of the City of Fort Wayne Indiana, at a regular meeting held on the 28th day of September 1909 by a majority vote of all the members elect did pass the ordinance herein attached and known as

General Ordinance No. 400.

H. C. Schaefer
President

Frank M. Morgan
Secretary

Presented to the Mayor for approval on the 1st day of October 1909

F. Frank M. Morgan
Secretary

Approved this 6th day of October 1909

Wm. J. Hooper

General Ordinance No. 401

Introduced by an ordinance extending the city limits and amending Wm A. Mayor certain territory to the City of Fort Wayne Indiana as amended on the 28th day of September 1909.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the territorial limits of the City of Fort Wayne be and hereby are fixed and extended as follows:

Commencing at the intersection of the center line of Rock Street with the center line of Archer Avenue, thence running West along said center line of said Archer Avenue to its intersection with the center line of Fusse Avenue thence running north along said center line of said Fusse Avenue to its intersection with the center line of Gifford Avenue, thence east along said center line of said Gifford Avenue to its intersection with the center line of said Rock Street, thence south along said center line of said Rock Street to the place of beginning, and that the property included within said territory shall hereafter be within the corporate limits of said City of Fort Wayne and subject to taxation for City purposes.

Sec. 2. This ordinance shall be in full force and effect from and after its passage approval by the Mayor and publication,

William A. Mayor

Done at the Council Chamber in the City of Fort Wayne Indiana on the 28th day of September 1909.

We hereby certify, that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of September 1909, by a majority vote of all the members elected, did pass the ordinance herein attached and known as General Ordinance No 401

W.C. Schlueter

President

J Frank Munogaran
City Clerk

Presented to the Mayor for approval on the 1st day of October 1909

J Frank Munogaran
City Clerk

Approved this 6th day of October 1909

Wm J. Hessey
Wm J. Hessey
Mayor

.113

General Ordinance No 402,

Introduced by Walter E. Cook an ordinance fixing the time when certain Clerks and Employees of the City of Fort Wayne Indiana, shall receive their salaries or compensation repealing conflicting Ordinances and fixing the time when the same shall take effect as amended
Sept 28. 1909.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana, that all clerks and employees of the City of Fort Wayne Indiana whose salaries or compensation is One hundred dollars or less per month except Commissioners and members of the various Boards, shall receive their salaries or compensation semi-monthly upon the first and sixteenth day of each month.

Section 2. All ordinances and parts of ordinances in conflict therewith are hereby repealed.

Section 3. This ordinance to be in full force and effect on and after its passage and approval by the Mayor.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 28th day of September 1909.

We hereby certify That the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of September 1909, by a majority vote of all the members elected on the ordinance hereinabove attached and known as General Ordinance No. 402.

W. E. Cook
President

F. Frank Mangeran
Secretary

Presented to the Mayor for approval on the 1st day of October 1909.

F. Frank Mangeran
Secretary

Approved This 6th day of October 1909.

Wm. J. Tracy
Mayor

General Ordinance No. 1403

Section 1. Ordinance authorizing the sale of City property of the
value less than \$1000 without an appraisement.

It having been shown to the Common Council of the City
of Fort Wayne Indiana, that the City is the owner of a
frame dwelling house located on a strip of real estate
recently condemned for the opening of Sherry Street, which
frame dwelling is worth less than \$1000. Therefore

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne, the Mayor of said City, to and he is hereby
authorized to sell the frame dwelling house referred to in
the preamble hereto without having an appraisement thereof
made, and said Mayor is hereby authorized to sign and
execute any and all papers that are necessary to
consummate such sale.

Section 2. That this ordinance to be in full force and
effect from and after its passage and approval by the May-

Wm A. Bayar.

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 12th day of October 1909

We hereby certify that the Common Council of the City of Fort Wayne
Indiana at a regular meeting held on the 12th day of October 1909
by a majority vote of all the members elect did pass the
ordinance herein attached and known as
General Ordinance No. 1403

W.C. Schriener
President

J Frank Mengovan
City Clerk

Presented to the Mayor for approval on the 17th day of
October 1909

J Frank Mengovan
City Clerk

Approved this 26th day of October 1909

Wm J. Hesey
Mayor

315

General Ordinance No. 404

Be it enacted so making the sale of scrap iron and brass
of the value less than \$1000 without an appraisement.

It having been shown to the Common Council of the City
of Fort Wayne, Indiana, that the City is the owner of scrap
iron and brass at the City Yards and the Pumping Stations
which is worth less than \$1000; therefore,

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne Indiana, the Mayor of said City be and he
is hereby authorized to sell the scrap iron and brass
referred to in the preamble hereto without having an
appraisement thereof made, and said Mayor is hereby
authorized to sign and execute and all papers
that are necessary to consummate such sale.

Section 2. That this ordinance to be in full force and effect
from and after its passage and approval by the Mayor

A.D. 1909

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 9th day of November 1909

We hereby certify, that the Common Council of the City of Fort Wayne
Indiana at a regular meeting held on the 9th day of November
1909, by a majority vote of all the members present, did enact the
ordinance hereunto attached and known as
General Ordinance No. 404.

W. C. Schriener
(President)

A. Frank Menges
(City Clerk)

(Received by the Mayor for approval on the 19th day of
November 1909)

A. Frank Menges
(City Clerk)

Approved this 22nd day of November 1909

Wm. H. Tracy
(Mayor)

General Ordinance No 405

On evidence certifying and approving a contract entered into on the 25th day of October 1909 by and between the City of Fort Wayne and the Fort Wayne Electric Works for the furnishing of switchboards and appliances, and other electrical equipment.

Whereas, heretofore on the 25th day of October, 1909, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne Electric Works for the furnishing by said Fort Wayne Electric Works of certain switchboards, appliances and other electrical equipment for the Municipal Electric Light and Power Plant, which contract is in the following words:

Fort Wayne Electric Works
Executive office Fort Wayne, Ind.

Dated at Fort Wayne Ind. Oct 11th 1909
To Board of Public Works. (hereinafter called the Purchaser)
Address Fort Wayne Ind.

The Fort Wayne Electric Works (hereinafter called the Company) hereby submits the following proposal to furnish the electrical apparatus set forth in the following schedules for the sum herein-after named F.O.B. place of manufacture.

We agree to hold the Purchaser harmless and indemnified against all sums which the Purchaser shall be adjudged to pay in all suits brought against the Purchaser alleging infringements of patents by the use of the apparatus herein set forth provided we be given immediate written notice of said suit and permission being given to our counsel to defend the same and provided further that the Purchaser is not in default in his payment.

The Purchaser covenants in consideration of the foregoing, guarantee not to violate or infringe any of the patents relating to any of the apparatus specified herein, which patents we control or under which we have the right to manufacture or sell such apparatus.

We guarantee the apparatus to be the full capacity as rated and agree to correct any defects which develop in the same in thirty days from the delivery thereof, provided we receive immediate written notice thereof, and provided the apparatus is normally used properly.

It is understood and agreed that the title and right to the immediate possession of any and all property named herein or furnished hereunder shall remain in the

Wayne Electric Works until the purchase money hereinafter named is paid in full. If notes or warrants are given said notes or warrants are not to be considered as payment, but only as evidence of indebtedness; and the fastening of said property or any part of it to or in any building by nailing, bolting or in any manner whatsoever, shall not be considered as connecting it to and making it or any part of it a part of the realty; but all of it shall be considered as personal property until fully paid for.

In case of default in any of the payments hereinafter named for the Fort Wayne Electric Works may repossess its self of any of the above mentioned property wherever found and shall not be liable in any action at law on the part of said Purchaser, for such reclamation of its property, nor for the repayment of any money or monies which have been paid by said Purchaser in part, payment of said apparatus or equipment.

It is further understood and agreed that the apparatus herein specified shall be at the risk of the Purchaser from its delivery by the Company on board car at point of ship... (unless other delivery is specified); but it is agreed that the Company shall insure said apparatus or plant against damage or loss by fire for its full selling price as herein after stated until, but not after the Company shall have been paid in full hereunder for the benefit of itself and Purchaser as this interest may appear and the Purchaser agrees to pay the Company for permission for such insurance one fourth of one per cent, on the total amount insured for each three months or fractions thereof after the delivery of said apparatus on board car at point of shipment.

It is further understood that we will not be held responsible for delays occasioned by strikes, storms, accidents, fires or other causes beyond our control.

There are no understandings, promises or agreements on your part or ours outside of this proposal which consists of this sheet and the schedules attached hereto, together with the terms conditions and limitations therein contained.

This proposal must be approved by one of the executive officers of the Company.

Schedule and Specifications for Electrical Apparatus Switchboard and Apparatus

Panel #1 This panel will be of blue Vermont Marble, 90" x 20" x 1 $\frac{1}{2}$ " with 2 $\frac{1}{2}$ " broal. mounted on 90" iron pipe frame work, and equipped with a voltage regular switch for three (3) machines together with the following instruments and appliances for the control of one 25 K.W. 125-V turbo-generator set, which you will install in the future.

- 1 - 3 1/2 i. D.C. ammeter, 300 amp. scale.
 1 - 5 A. - 125, form F-3 Terrell regulator complete
 with condenser section.
 1 - 4 point potential receptacle
 1 - 4 point potential plug
 1 - 2-12 T.P. S.T. 300 amp. 250-V. switch
 2 - H.E.C. fuse holder complete with slate base and
 1 - 200 watt potential transformer
 1 - 250-amp current transformer
 1 - Equalizer rheostat.

This panel will be of blue Vermont Marble 90" x 24"
 $\times 1\frac{1}{2}$ " with 3/8" brad, mounted on 90° iron pipe frame-work
 and equipped with the following just enough to meet appliances
 for the control of 2-25 K.W. 125-V. turbo-exiters now installed
 in your station, and also curve drawing watt-meters to
 regulate the total output of your station.

- 2 - A.C. H.P. ammeters, 300 amp. scale.
 1 - D.A. D.C. voltmeter 175-V. Scale
 1 - Curve drawing wattmeter, 1000 K.W. chart.
 2 - 250-amp current transformers, ratio 25 to 1.
 2 - 75-watt potential transformer 2200/110-V. 60.
 2 - 4-point potential receptacles,
 2 - 10-12 T.P. S.T. 300 amp. 250-V. switches
 2 - New hardware for present rheostat
 2 - Rheostat mounting.

We will also furnish:

- 2 - Switchboard type indicating wattmeters for
 mounting on present generator panels, suitable
 for indicating the output of each generator.

- 2 - Horizontal edge-wise switchboard type field
 ammeters, C-150 amp scale for mounting on
 present generator panels, to indicate current
 in the fields of 500 K.W. turbo-generators.

- 1 - Synchronizing indicator, complete with either swinging
 or pivoted bracket for mounting on top of switchboard.

All of the above F.O.B. our factory Fort Wayne.

We will also furnish

- 1 - #111 improved oil filtering and storage equipment

manufactured by the Turner Oil Filter Company, complete with by-pass piping, drip pan, strainers, cylinders, cooling coil, filtering trays and connections. This oil filter to be delivered F.O.B. care Miles 9.

Shipment:

Oil Filter, two (2) weeks;

Switchboard and instruments, eight (8) weeks,

Commence of shipment date from receipt of contract and full information at Company's Home Office.

Also, consist of the services in Company will furnish, or
compel to effect to accomplish the installation of the switchboard,
and such as to put the same in proper operation, and give the
attendants allocated to the powerhouse, all reasonable time
for operating the service for a period of 4 days. The time to date upon
and include, the day of effect & departure from the office
of the Company until, and including, the day of his return
to the Home Office. It is understood the place is to furnish
all common labor for the installation of the above apparatus.
Should the powerhouse require the services of effect for a longer
period than above stated, also you will be made for such
extra service at \$700 per day and all expenses.

(Price and Terms)

The Fort Wayne Electric Works submit the foregoing proposal for the
sum of Two Hundred and Sixty-four Dollars (\$122.50)
and payable as follows:

50 per cent payable by sight draft attached to bill of lading.

40 per cent. cash thirty days from date of bill of lading.

10 per cent. cash sixty days from date of bill of lading.

Fort Wayne Electric Works

by J. E. Hall

Acceptance of

Fort Wayne Ind. Wed 25th 1909

To the Fort Wayne Electric Works, Fort Wayne, Indiana.

The Board of Public Works doth accept your above proposal
for supplying Electrical Apparatus and agree to settle for same
in accordance with the terms stated herein.

Signed E. J. Lennon

Henry Schwartz

James Bruein

Board of Public Works

Witness

Be it known to all who will, that the City Council of the City of Fort Wayne, Indiana, in full session, held at Fort Wayne, Indiana, this 25th day of October, 1909,

Doth ordain as follows:

Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract entered into on the 25th day of October 1909, executed by the City of Fort Wayne, by and through its Board of Public Works and the Fort Wayne Electric Works, for the furnishing by said Electric Works of certain suitable motor, apparatus and other Electrical equipment for the Municipal Electric Light and Power Plant, as fully set forth in the preamble hereto, to and the same is hereby, in all things ratified. Done and enacted.

Section 2. That this ordinance be in full force and effect, from and after its passage and approval by the Mayor.

I, the Mayor, do sign my name to this ordinance of the City of Fort Wayne.

Common Council of the City of Fort Wayne, Indiana, at a regular meeting, held on the 9th day of November 1909, by a majority vote of all the members elected, did pass the ordinance hereinabove attached and known as General Ordinance No 405.

Wm. Schlesinger

President

Frank Mungavan

City Clerk

Presented to the Mayor for approval on the 18th day of November 1909

Frank Mungavan
City Clerk

Approved this 22nd day of November 1909

Wm. C. Tracy
2

General Ordinance No 406

Subscribed by An ordinance ratifying and approving a contract between the
Wm A Bayar City of Fort Wayne and Mahurin and Mahurin relating to the
Market House.

Whence, on the 9th day of November, 1909, the City of
Fort Wayne, by and through its Board of Public Works entered
into a contract with Marshall S. Mahurin and Guy
Mahurin, partners doing business under the firm name
of Mahurin and Mahurin, which contract is in the
fallow:

This agreement made this 9th day of November,
1909, by and between the City of Fort Wayne by and through
its Board of Public Works, party of the first part and
Marshall S. Mahurin and Guy W. Mahurin partners doing
business under the firm name of Mahurin & Mahurin,
Witnesseth

That the party of the second part are, and hereby agree
to prepare all necessary additional preliminary sketches
full and complete scale drawings, working details and
specifications in duplicate for the construction and
erection of a Market House on the real estate lying East
of Barr Street and running from the City Hall to
Washington Boulevard East as shown by pen and ink
sketches thereof now on file in the office of said Board,
and prepared by the parties of the second part. Said
complete scale drawings and working details and
specifications to include everything to make complete
and finished Market House of the kind shown on
said pen and ink sketch as the same were amended and
filed in the office of said Board by said parties of the
second part on the 8th day of November 1909.

That the parties of the second part shall prepare all of said
drawings and specifications in such manner that the
building when completed as shown thereby shall include
everything shown on the amended and original pen
and ink sketches filed by them and everything shown
in the estimates, both original and supplemental filed
with said original and amended pen and ink sketches.

That said working details and specifications and said full
and complete scale drawings shall be complete and
delivered in duplicate, to said party of the

by said parties of the second part within twenty-one (21) days from date of this contract.

In consideration of the services so performed by the parties of the second part it is agreed by the party of the first part that it will pay to said parties of the second part a sum equal to three percent of the amount that may be paid for the actual construction of said Market House according to said plans, details and specifications, but in no event shall the amount to be paid to said parties of the second part exceed the sum of \$644 22. The percent of the actual costs to be paid to said parties of the second part to be based upon the contract price agreed upon by said city and the contractor that is to construct said Market House. The amount to be so paid to the parties of the second part to be paid within ten days after the letting of the contract for the construction of said Market House.

It is further agreed by the parties of the second part that they will give such advice as is necessary to properly start the construction of said Market House according to said details, scale drawings and specifications.

In case of abandonment or suspension of the work for more than 120 days for any cause other than that the proposals exceed the estimate payment to second party shall be based on the estimate, but in the event that such proposals exceed the estimate second parties shall revise said plans, details and specifications to the satisfaction of said Board and in such manner as not to substantially change the scheme or character of the work as shown by said plan and site sketches.

It is agreed by the parties of the second part that in the event that the party of the first part may so desire they will supervise the construction of said Market House and for the additional compensation of an amount equal to two percent of the actual cost of said Market House, but such additional compensation for supervision shall not exceed the sum of \$429 00.

We bear our hands and seals this 9th day of November
1909
City of Fort Wayne by

E. J. Lennon.

Henry. Schwartz-

Jesse Braxton

Board of Public Works

Attest

H. W. Becker

Lebode

W. W. Malivius
Guy M. Malivius
Partners doing business under
the firm name of Malivius & Malivius.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that this contract hereinafter on the 9th day of November 1909 entered into by and between the City of Fort Wayne by and through its Board of Public Works and Marshall S. Malivius and Guy Malivius doing business under the firm name of Malivius and Malivius, which contract is set forth in the preamble hereto be and the same is hereby in all things ratified and approved..

Section 2. This ordinance to be in full force and take effect from and after its passage and approval by the Mayor.

W. C. Schreier

Done at the Council Chamber in the City of Fort Wayne Indiana on the 23rd day of November 1909.

We hereby Certify, That the Common Council of the City of Fort Wayne Indiana at a regular meeting, held on the 23rd day of November 1909 by a majority vote of all members elected did pass the ordinance hereinabove attached and known as General Ordinance No 406

W. C. Schreier
President

Frank Munyan
City Clerk

Presented to the Mayor for approval on the 26th day of November 1909

Frank Munyan
City Clerk

Approved this 6th day of December 1909

Almon J. Moore
Mayor

General Orders No 407

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and Durbeck and Ricehart on the 23rd day of November 1909, relating to the purchase by said City of coal.

Whereas, heretofore on the 23rd day of November, 1909, the City of Fort Wayne, entered into a contract with Durbeck and Ricehart providing for the purchase of six thousand tons of coal by said City, which contract is in full force.

I do, as aforesaid made this 23rd day of November, 1910, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and Durbeck and Ricehart of Fort Wayne, Indiana, party of the second part, witnesseth,

That the party of the second part agrees and hereby binds itself to sell and deliver to the City of Fort Wayne, Six Thousand or more tons of Hocking River and slack coal, of such quantity thereof as may be required, by said City, for use at its Electric Light and Power Plant, to be delivered in approximately even quantities monthly from the 1st day of January, 1910, to the 31st day of December, 1910, as the party of the first part may from time to time direct, and in the manner hereinafter provided.

In consideration of which the party of the first part agrees, and hereby binds itself, to pay to the party of the second part the sum of forty-nine cents for each ton of coal so sold and delivered to said City F.O.B. mines. In case during said year the quality of said coal, or quantity thereof delivered, is unsatisfactory to said Board of Public Works, said City may discontinue the further purchase of any of such coal. All coal is to be shipped and billed direct from the mines to said City at its said Municipal Lighting Plant over the Lake Shore and Michigan Southern Railroad on dump cars, and it is hereby agreed that if said coal is shipped on flat bottom cars the party of the second part shall pay to the party of the first part damage and losses by said City by reason of the failure to ship such coal on said dump cars, and it is agreed as liquidated damages.

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that said party of the second part shall pay to the said party of the first part the sum of eight cents for each ton of coal or cullage same that may be shipped to said City on such flat bottom cars instead of such dump cars.

Said City to pay the freight on all coal so purchased by it, but it is understood and agreed that the freight rate shall not exceed \$1.35 per ton, and if lower rates can be obtained by the party of the second part then said City shall pay no more than the actual freight rate so obtained. All freight rates over and above \$1.35 per ton shall be paid by the party of the second part unless the rate from the Hocking District is advanced in like manner, in which event such advance in rate shall be paid by the party of the second part.

It is mutually agreed between the parties hereto that payment by the first part shall be made to second party on or before the 15th day of each month based upon invoice weights on all coal delivered as aforesaid during the month previous thereto. The strict performance of this Contract by the party of the second part and the prompt delivery of coal herein on cars at said mines as aforesaid shall be subject to delays occasioned by strikes, accidents or other unavoidable temporary casualties in the operation of said mines, want of car supply, failure of Railway Companies to deliver and place cars at mines for loading or other causes beyond the control of said party of the second part.

It is further agreed between the parties hereto that after the delivery of said coal on board cars by said party of the second part, said party, at the request of the party of the first part, shall use its best endeavours with carriers to have said cars filled and sent forward promptly to destination.

The prices made in this contract are based upon the present mining rate and shall advance or decline as said rate of mining may advance or decline during the period of this contract.

It is agreed by the party of the second part that in the event that it becomes desirable on the part of the party of the first part to institute any suit against the party of the second part or the carriers on its behalf herein after mentioned, or either of them, for damages growing out of any breach or any of the provisions of this contract, or either of them, on the part of the party of the second part or said carrier.

and, that said suit shall be brought in the Circuit or Superior Courts of ^{the County of} Allen, in the State of Indiana, no question shall be raised by the party of the second part or its sureties on its bond as to the jurisdiction of either of said Courts over the persons of the party of the second part or its sureties on said bond, or any of them, and said party of the second part hereby agrees that either of said Courts shall assume jurisdiction over the persons of the party of the second part and its said sureties.

This contract shall not be binding until the second party shall execute to the party of the first part a bond in the sum of Five Thousand Dollars (\$5000⁰⁰) with sufficient Surety Company surety thereon to be approved by the Mayor and City Controller of the City of the first part, and conditioned for the faithful performance by the party of the second part of all the terms, conditions and agreements herein contained to be performed by said party of the second part, and providing that the party of the second part and the sureties shall consent to the jurisdiction over their persons of the Circuit or Superior Courts of said County of Allen, in any suit instituted on such bond. Nor shall this contract be binding upon the party of the first part until it has been ratified and approved by the Common Council of said City.

Witness our hands and seals this 23rd day of November 1907

Attest
H.W. Becker
Clerk.

E. J. Lemon.
Henry Schwartz
James Brosius
The Board of Public Works

Gurbach & Dinsbaur
by

Secton 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the contract heretofore on the 23rd day of November 1907, entered into by and between the City of Fort Wayne by and through its Board of Public Works and Gurbach & Dinsbaur, as fully set forth in the preamble hereto, be and the same is hereby in all things ratified and approved.

Secton 2. That this ordinance be in full force and take effect from and after its passage and approval.

by the Mayor

W. C. Schinner

Done at the Common Chamber in the City of Fort Wayne Indiana
on the 28th day of December 1909

I do hereby certify that the Common Council of the City of Fort
Wayne, Indiana, at a regular meeting held on this 28th day of
December 1909 by a majority vote of all the members that did
pass the following to make attached and become a
General Order as is now.

W. C. Schinner
President

- The City of
Fort Wayne

Presented to the Mayor for approval on the 20th day of December
1909

- For the Mayor
John H. G.

After reading this 28th day of December 1909

John H. G.

General Ordinance No 408

Introduced by C. M. H. [initials]
 An ordinance providing for the protection planting and
 cultivation of trees in the streets and public places
 in the City of Fort Wayne Ind. as amended December
 28th 1909

See 1. Be it ordained by the Common Council of the City
 of Fort Wayne Ind. that no person or persons Corporation
 or corporation placing or maintaining overhead wires
 for electric lights or power purposes or for telephone
 telegraph or other purposes or the agents or employees of
 said person or persons Corporation or corporations
 shall place or maintain the same so that they will
 enter into with or injure in any manner shade or
 ornamental trees in any of the public streets highway
 avenue, lane or alleys of the City of Fort Wayne, or
 upon the private property of individuals within the City
 that no person or persons in placing said electric
 telegraph or other wiring or fixtures connecting them
 with shall cut, break or injure in any manner
 with an ax, knife, saw or any other instrument any
 of said trees. No person shall wilfully or maliciously
 cut or in any manner injure any tree located upon
 any public highway or avenue, lane or alley, within the
 said City or upon private property provided that if
 the person, company or corporation desiring to place such
 wires upon private property the consent of the owners of such
 property to the trimming of trees thereon shall be sufficient
 authority for such trimming and provide further that when
 it shall be necessary to string such wires in streets, alleys
 or public places and to trim the trees standing thereon
 the same shall be done under the authority and direction
 of the Superintendent of parks and city forests.

See 2. No person or persons shall hitch or cause to be hitched
 any horse or team of horses to any shade or ornamental tree
 standing within any public street, highway, avenue, lane
 or alley within the City of Fort Wayne, or hitch or cause to be
 hitched or left standing in any place where any horse or horses
 shall destroy, bite or rub against any of the shade or ornamental
 trees upon the property of private individuals without the
 consent of the owners upon which the same may be located.

See. 3.

No trees shall be planted in any street or public highway of the City of Fort Wayne at a distance of less than twenty feet from any other tree standing in the same street except by a written permit from the City Forester or at a distance of less than two feet from the established sidewalk line of said city. No shade or ornamental trees plants or shrub shall be planted in any of the public highways of the City of Fort Wayne until the City Forester shall have approved the kind or variety thereof and designated thereof and granted a permit for the planting of the same. No person shall without written permit of the City Forester remove, destroy, break, cut, deface, trim or any way injure or interfere with any tree, plant or shrub that is now or hereafter may be grown in any of the streets or public places of the City. / 5-27-1914.

See. 4. The City Forester shall have full power and authority over all trees plants and shrubs planted and hereafter planted in the streets and public highways of the City of Fort Wayne. Including the right to plant new trees and to care for the same to superintend regulate and encourage the preservation, cultivation and planting of trees, to direct the time and method of trimming the same.

See 5. The City Forester shall recommend the kind of trees to be planted best adapted to the soil where no trees are located upon the streets outside of the business district. All persons owning property in the residence district not having trees upon the front or sides of lots must plant same where so directed by City Forester. If any person or persons owning property in the City of Fort Wayne within the residence district receiving such notice from City Forester to plant fails to comply with such notices it shall then be the duty of the City Forester to plant such trees as are best suited for the soil and the expense shall be the actual cost of such trees and labor, and shall be a lien against such property for the same.

See 6. Any person or persons company, corporation or corporations violating any of provisions of this ordinance shall be punished by a fine of not less than ten dollars (\$10.00) nor more than one hundred for each offence. It shall be the duty of the City Forester to see that the provisions of this ordinance are obeyed.

See 7. All laws and parts of laws in conflict with any

of the provisions of this ordinance are hereby repealed.

Sec. 8. This ordinance to be in full force and effect on and after its passage and approval by the mayor and legal publication.

J. M. Henry

I do hereby certify to have been read in the City of Fort Wayne Indiana on the 28th day of December 1909

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of December 1909, by a majority vote of all the members elect, did pass the ordinance hereto attached and known as General Ordinance No 408.

W. C. Schwin
President

Frank Mungaray
City Clerk

Presented to the Mayor for approval on the 30th day of December 1909

, Frank Mungaray,
City Clerk

Approved this 30th day of December 1909.

Wm. J. Tracy

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General Ordinance No 409

Introduced by
W. Whinney

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne and the Raough Coal Company on the 23rd day of November, 1909, relative to the purchase by said City of coal.

Whereas, Heretofore on the 23rd day of November 1909, the City of Fort Wayne entered into a contract with the Wm. Raough Coal Company providing for the purchase of a year's supply of coal by said City from said Company for its No 2 Pumping Station which contract is in the following words:

Agreement made this 23rd day of November 1909 by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and the William Raough Coal Company, party of the second part, witnesseth:

That in consideration of the purchase by said City from the party of the second part of its year's supply of coal to transact at its No 2 pumping station from the 1st day of January 1910 to the 31st day of December 1910, in the manner hereinafter provided, the party of the second part agrees to furnish to said City during said period of time such quantity, as said City may desire of the following described coal and for the price set opposite the same respectfully,

Kind of Coal	Price F.O.B. Monroe
Cambridge mine run	\$.90
Cambridge 3 ft Lump	1.00
Kanawha, W. Va., Gas mine run.	

Said City to buy from said Company all of the coal used by it at its No 2 pumping station during said period of time so long as the kind, quality and quantity is satisfactory to said Board of Public Works and the same to be shipped and billed on flat bottom cars direct from the mines to said city at its said pumping station on the New York, Chicago & St Louis Railroad. Said City to pay all freight on all coal so furnished by it and it is understood and agreed that the freight rates, for all the first two named kinds of coal, shall not exceed \$1.35 per ton and the freight rate on the last mentioned coal shall not exceed \$1.40 per ton but if lower freight rates can be obtained by the party of the second part then said City shall pay no more than the actual freight rate so obtained.

It is mutually agreed between the parties hereto that payments by the first party shall be made to second party on or before the 15th day of every month based upon invoice weight

on all coal delivered as aforesaid during the month previous
shirts. The strict performance of this contract by the party of
the second part and the prompt delivery of coal herein or
ware of said mines, as aforesaid shall be subject to delay
occurred by strikes, accidents and other unavoidable
temporary cessation in the operation of said mines and want
of car supply and failure of railway companies to deliver
said place cars at the mines for loading, or other causes
beyond the control of the said part of the second part.

It is further agreed between the parties hereto that after
the delivery of said coal on board of said cars by said party
of the second part said party at the request of the first party
and as the agent of the party of the first part will use its best
endeavor with the carriers, to have said cars, of coal delivered
as aforesaid filled and sent forward promptly to destination.

The prices made in this contract are based upon the present
mining rate and shall advance or decline as said rate of
mining may advance or decline during the period of this contract.

All freight rates over the above rates mentioned in this contract
shall be paid by party of the second part.

This contract shall not be binding or take effect until the
second party shall execute to the party of the first part a bond in
the sum of One Thousand Dollars with sufficient surety thereon
to be approved by the Mayor and City Controller of party of the
first part and conditioned for the faithful performance by party
of the second part of all terms, conditions and agreements
herein to be performed by it and until this contract has been
ratified and approved by the Common Council and said City.

Witness our hands and seals this 23rd day of November
1909

City of Fort Wayne by

E. J. Lemon

Henry Schwartz

James Broome

Its Board of Public Works

Wm Haough Coal Company

by William Haough

its President

Section 1. Be it ordained by the Common Council of the City
of Fort Wayne, that the contract heretofore on the 23rd day
of November 1909, entered into by and between the City of
Fort Wayne by and through its Board of Public Works
and the Wm Haough Coal Company, as fully set forth
in the preamble hereto be and the same is hereby in all
things ratified and approved.

Section 2. That this ordinance be in full force and effect from and after its first publication in the "Wayne

News" at the Council Chamber in the City of Fort Wayne Indiana,
on the 30th day of December 1909.

We do hereby certify that the Common Council of the City of Fort Wayne, Indiana at a Special Meeting held on the 30th day of December 1909 by a majority vote of all the members elected did pass the ordinance herein attached and known as General Ordinance No 409.

W. C. Schewirz

President

Frank M. Mangan

City Clerk

(Presented to the Mayor for approval on the 30th day of December 1909.)

Frank Mangan

Approved This 30th day of December 1909

Wm. J. Young
1200 p.m.

General Ordinance No 409

An ordinance of the city of Fort Wayne, Indiana, enacting and adopting a contract entered into on the 6th day of December, 1909, by and between the City of Fort Wayne, and Frank A. Draker, providing for the removal of garbage.

Section 1. Whereas heretofore, on the 6th day of December 1909, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with Frank A. Draker for the removal of kitchen garbage and other matter during the year 1910, which contract is as follows:

This agreement made this 6th day of December 1909, by and between the City of Fort Wayne by and through its Board of Public Works party of the first part and Frank A. Draker of the City of Fort Wayne party of the second part. Witnesseth,

I. That for the consideration hereinafter expressed the party of the second part shall and hereby agrees to collect and remove all kitchen garbage in cans broken dishes and glassware during the year 1910, from the territory described in districts Nos. one, two and five (1, 2 and 5) referred to and mentioned in the official specifications adopted by said board for the removal of such garbage which specification are on file in the office of said board and are for identification signed

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the parties hereto such kitchen garbage tin cans and
broken dishes and glassware to be collected and removed
in accordance with and as provided by such specifications
above referred to which are hereby made part of this contract
and all the conditions terms and provisions of said
specifications shall be complied with and performed by the party
hereto to same as if such specifications and provisions thereof
were set forth in full in the body of this contract.

In consideration of the contracts and agreements herein
expressed the party of the first part agrees to pay to the party to the
party of the second part the sum of \$2,675, said sum to be paid in equal
monthly installments at the end of each month; and for the work performed
under this contract during such months less such deductions as
the said Board of Public Works may be authorized to make under
said specifications.

It is further agreed by the parties hereto that this contract shall
not be by party of second part assigned, in whole or in part
without the written consent of said Board of Public Works; and
the second party shall and hereby agree to furnish a bond
in the sum of \$1,500. to be approved by the Board of Public Works
conditioned that he will faithfully comply with and carry out
the terms and stipulations of his part to be performed, contained
in this contract and said specifications.

Witness our hands and seals the day and year first above
written

City of Fort Wayne by.

Attest

F. W. Becker

E. J. Lemon

Henry Schwartz

B. A. Straus

To Board of Public Works

Frank A. Draker

Know all men by these presents that Frank A. Draker as
principal and L. C. Hollinger and August Hollinger as
cointer of the City of Fort Wayne County of Allen and State
of Indiana are held and firmly bound unto the City of Fort
Wayne in the sum of One thousand five hundred Dollars
(\$1,500.) for the payment of which we jointly and severally
bind ourselves our heirs executors and administrators

Witness our hands and seals this 9th day of December 1909

The condition of the above obligation is such that if the
aboves named Frank A. Draker shall faithfully comply with
the provisions of a contract entered into on the 6th day of
December 1909, with the City of Fort Wayne relative to the
removal of garbage in such city and shall fulfill all the
conditions and stipulations in said contract from

according to the laws, subject and owing thereof their obligations
to transact and void, otherwise to remain in full force and effect.

Done at the 21st day of December 1800.

J. C. Johnson (Seal)

J. C. Johnson (Seal)

Approved this 2d day of December 1800.

E. A. Johnson

John. Johnson

F. W. Johnson

President of Public Works

We the undersigned, by the Common Council of the City of Fort Wayne, doth command entered into on the 21st day of December 1800, by and between the City of Fort Wayne, to and through the President of Public Works and Frank W. Johnson, providing for the removal of all Publician surface from said city, as fully set forth in the preamble, article and the same is fully approved, ratified and confirmed.

Section 3. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

Done at the 21st

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 21st day of December 1800.

We the undersigned, Common Council of the City of Fort Wayne Indiana at a Special meeting held on the 20th day of December 1800, by and appointed by the Common Council, did pass the ordinance herein attached and hereinafter denominated Ordinance No. 40.

W. C. Johnson (Seal) — Frank D. Johnson (Seal)
Frank D. Johnson (Seal)

(Presented to the Mayor for approval on the 20th day of December 1800)

Frank D. Johnson (Seal)

Approved this 20th day of December 1800.

Wm. H. Hoag (Seal)

General Ordinances No 411

Attest
John C. [unclear]

Given under my approvacy and certifying a contract entered
into on the 6th day of December 1909, by and between the
City of Fort Wayne and Reginald Mc Kiely providing for
the removal of garbage

Section 1. Whereas, heretofore, on the 6th day of December 1909, the City of Fort Wayne, by and through its Board of
Public Works entered into a contract with Reginald L.
Mc Kiely, for the removal of certain garbage and other trash
during the year 1910, which contract is as follows:

The same, made this 6th day of December 1909, by and between
the City of Fort Wayne, by and through its Board of Public Works, party
of the first part, and Reginald Mc Kiely of the City of Fort Wayne,
party of the second part, witnesseth:

That for the consideration herein after expressed the party of the
second part shall and hereby agrees to collect and remove all
certain garbage, tin cans, broken dishes, and glassware during the
year 1910, from the territory described in Article 4 referred to and
mentioned in the official specifications adopted by said Board for
the removal of such garbage, which specifications are on file in the
office of said Board and are specifically set forth and signed by the parties
hereto, such certain garbage, tin cans, broken dishes and glassware
to be collected and removed in accordance with and as provided
by such specifications above referred to which are hereby made a
part of this contract and all the conditions, terms, and provisions
of said specifications shall be complied with and performed by the
parties hereto the same as if such specifications and provisions thereof
were set forth in full in the body of this contract.

In consideration of the covenants and agreements herein
expressed, the party of the first part agrees to pay to the party of the
second part the sum of \$1,026, said sum to be paid in equal monthly
installments at the end of each month and for the work performed
under this contract during such month less such deductions
as the said Board of Public Works may be authorized to make
under said specifications.

It is further agreed by the parties hereto, that this contract
shall not be by party of second, in assigned in whole or
part, without the written consent of said Board of Public Works;
and the second party shall and hereby agrees to furnish
a bond in the sum of \$5, to be approved by the Board of
Public Works condition that he will faithfully comply with
and carry out the terms and stipulations on his part to be

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Be it resolved and enacted in this manner and next of specifications
Wilson and I and we the day and year first above
written.

To the City of Fort Wayne, by

E. J. Leinenow

Henry Schwartz

B. A. Sharrow

etc Board of Public Works

Reginald McRiley

Know all men by these presents that we, the undersigned, principal
and Deputy Fire Chief, and W. S. Archer, an employee of the City of Fort
Wayne County of Allen and State of Indiana, are held and firmly
bound unto the City of Fort Wayne in the sum of Five hundred
Dollars (\$500) for the payment of which we jointly and severally
bind ourselves our heirs executors and administrators.

Witness our hands and seals this 9th day of December.
The consideration of the above obligation is such that if the above named
Reginald McRiley shall faithfully comply with the provisions of a
contract entered into on the 8th day of December 1909 with the City of
Fort Wayne relative to the removal of garbage in such city and shall
fulfill all the conditions and stipulations in said contract provided
according to the true intent and meaning thereof, then this obligation
to be null and void; otherwise to remain in full force and effect.

Reginald McRiley (seal)

Perry M'Kenley (seal)

W. S. Archer (seal)

Approved this 9th day of December 1909

E. J. Leinenow

Henry Schwartz

B. A. Sharrow

Board of Public Works

Section 2. We do ordain to the Common Council of the City of
Fort Wayne, that the Contract entered into on the 16th day of December
1909 by and between the City of Fort Wayne, to and through the
Board of Public Works and Reginald McRiley providing
for the removal of all kitchen garbage from said city as fully set
forth in the foregoing bonds, be and the same is hereby approved
ratified and confirmed.

Section 3. That this ordinance be in full force and effect from
and after its passage and approval by the Mayor

John C. Savage

I have at the Council Chamber in the City of Fort Wayne Indiana
on the 20th day of December 1909.

To be duly ratified by the Common Council of the City of Fort Wayne Indiana at a special Meeting held on the 30th day of December 1909 by a majority vote of all the members elect to pass the ordinance herein attached and known as
General Ordinance No. 411.

W. C. Schreiber
President

Frank Mungerau
City Clerk

Presented to the Mayor for approval on the 30th day of December 1909

Frank Mungerau
City Clerk

Approved this 30th day of December 1909

Wm. J. Hessey
Mayor

General Ordinance No. 411

Witnessed by An ordinance approving and ratifying a contract entered into on the 6th day of December 1909, by and between the City of Fort Wayne, and David M. Winburn providing for the removal of garbage.

Section 1. Whereas hents for on the 6th day of December 1909 the City of Fort Wayne, by and through its Board of Public Works entered into a contract with David M. Winburn for the removal of kitchen garbage and other matter during the year 1910, which contract is as follows:

This agreement made this 6th day of December 1909, by and between the City of Fort Wayne, by and through its Board of Public Works, party of the first part and David M. Winburn of the City of Fort Wayne, party of the second part Witnesseth that for the consideration herein after expressed the party of the second part shall and hereby agrees to collect and remove all kitchen garbage, tin cans broken dishes, and glass ware during the year 1910, from the territory described in District No. 3 referred to and mentioned in the official specifications adopted by said Board for the removal of such garbage which specifications are on file in the office of said Board and are for identification signed by the parties hereto such kitchen garbage tin cans broken dishes and glassware to be collected and removed in accordance with and as provided by such specifications above referred

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to which are hereby made a part of this contract, and all the conditions terms and provisions of said specifications shall be complied with and performed by the parties hereto the same as if such specification and the provisions thereof were set forth in full in the body of this contract.

In consideration of the covenants and agreements herein expressed the party of the first part agrees to pay to the party of the second part the sum of \$1,355 and sum to be paid in equal monthly installments at the end of each month, and for the work performed under this contract it is understood there shall be such deductions as the said Board of Public Works may be authorized to make under said specifications.

It is further agreed by the parties hereto that this contract shall not be by party of the second part arising, etc., in whole or in part without the written consent of said Board of Public Works, and the second party shall and hereby agrees to furnish a bond in the sum of \$500 to be approved by the Board of Public Works conditioned that he will faithfully comply with and carry out the terms and stipulations on his part to be performed contained in this contract and said specifications.

Witness our hands and seals the day and year first above written

Attest

J.W. Becker.

To City of Fort Wayne by

E.J. Lennan

Alma Schaefer

B.A. Straub

To Board of Public Works

David M. Wimbush.

I know all men by these presents that David M. Wimbush as principal, and William M. Swayne and Samuel F. Swayne as sureties of the City of Fort Wayne County of Allen and State of Indiana are held and firmly bound unto the City of Fort Wayne in the sum of Five hundred Dollars (\$500) for the payment of which we jointly and severally bind ourselves our heirs executors and administrators.

Witness our hands and seals this 6th day of December 1909.
The conclusion of the above obligation is such that if the above named David M. Wimbush shall faithfully comply with the provisions of a contract entered into on the 6th day of December, 1909, with the City of Fort Wayne relative to the removal of garbage in such city and shall fulfill all the conditions and stipulations in said contract provided according to the true intent and meaning thereof, then this obligation to be null and void; otherwise to remain in full force and effect.

20 annual \$11.00 dollars (Seal)
 William M. Swayne (Seal)
 Samuel F. Swayne (Seal)

Approved this 30th day of December 1909

E. J. Lummis

Wm. Schwartz

B. A. Stratton

Board of Public Works

Section 2. Be it ordained by the Common Council of the City of Fort Wayne, that the contract entered into on the 6th day of December 1909, by and between the City of Fort Wayne by and through its Board of Public Works and David M. Wernham providing for the removal of all kitchen garbage from said City, ... for one year go forth in the preamble hereto, be and the same is hereby approved, ratified and confirmed.

Section 3. That this ordinance be in full force and ^{take} effect from and after its passage and approval by the Mayor

A. M. Clegg

Done at the Council Chamber in the City of Fort Wayne
 Indiana on the 30th day of December 1909

We hereby certify, that the Common Council of the City of Fort Wayne did, at a special Meeting held on the 30th day of December 1909 by a majority vote of all the members elected pass the ordinance herein attached and known as
 Item 1, Ordinance No. 412.

W. C. Schreier
 President

J. Frank Mengoway
 City Clerk

Presented to the Mayor for approval on the 30th day of December 1909

J. Frank Mengoway
 City Clerk

Approved this 30th day of December 1909

W. J. Hovey
 Mayor

General Ordinance No. 1.

Introduced by C. W. Johnson, regulating the sale and distribution of water by
the Water Works Department to consumers on a flat
rate basis, the Board of Public Works, etc., etc.

Whereas it has appeared best demonstrated that the furnishing
of water by the Water Works Department to consumers on a flat
rate basis has operated in a useless and careless waste of
pure water, without remuneration to City or benefit to the consum-
er, and

Whereas it has come to the knowledge of said department
and this Council that large quantities of water have been
used through the flat rate service by persons who are neither
paying consumers of water from the City or entitled to the use
thereof and thus causing constant daily violations of the rules
of the Water Works Department. In this manner the City has
suffered a considerable pecuniary loss, and

Whereas the furnishing of water through a metered service
will not and does not work any hardship upon any legit-
imate consumer of water, but will reduce the bills of such
consumer and at the same time save a great loss to the City
and the protection of the water supply. Now therefore,

Section 1. Be it ordained by the Council, Council of the City
of Fort Wayne, that from and after the taking effect of this
ordinance all applicants for water from the City Water Works
& Department be placed on a meter service and rate and
that from and after said time no contracts be entered into
by said City for the furnishing of water on a flat rate.

Section 2. That the Board of Public Works be and it is hereby
directed to cause all present consumers of water to be placed
on a meter service and rate and in such manner that
by the first day of January 1910 there will be no consumer
of city water paying for the same on a flat rate.

Section 3. That in placing all consumers of city water on a
meter service and rate and in abolishing the flat rate
service said Board of Public Works shall on and after the
1st day of January, 1910 divide the territory within the
corporate limits of said City into districts as said Board
may deem proper and shall then proceed with the changing
of all present flat rate service to meter services in each
of said districts until all of said flat rate service
have been abolished as required in Section 2.

Section 4. That every service, line or connection of every kind and character not embraced within sections one and two of this ordinance, excepting, however, the service lines known as automotive sprinkler systems, shall be by said Board of Public Works, metered upon the installation thereof and every such service, line or connection now installed shall be by said Board so metered not later than the first day of January 1911.

Section 5. That every meter hereafter installed by said Board of Public Works for any service, line or connection of any kind or character shall be at the time of the installation thereof properly and securely sealed and every such meter now installed shall be by said Board so sealed not later than the first day of January 1911.

Section 6. That this ordinance shall be in full force and take effect from and after its passage and approval by the Mayor

W. C. Schuerin

Done at the Council Chamber in the City of Fort Wayne Indiana on the 30th day of December 1909.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a Special Meeting held on the 30th day of December 1909, by a majority vote of all the members elect did pass the ordinance herein attached and known as General Ordinance No. 413

W. C. Schuerin
President

J. Frank Munyan
City Clerk

Presented to the mayor for approval on the 30th day of December 1909

J. Frank Munyan
City Clerk

Approved this 30th day of December 1909

Wm J. Hooley
mayor

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General Ordinance No. 214

Whereas an ordinance ratifying and approving a contract entered
W.C. Schummi into on the 28th day of December 1909 by and between the
City of Fort Wayne and Bernhard Bokstein

Whereas heretofore on the 28th day of December, 1909, the
City of Fort Wayne, by and through its Board of Public
Works entered into a contract with Bernhard Bokstein
relative to the construction of the Market House, which
Contract is in the following:

This agreement made this 28th day of December 1909 by and
between Bernhard Bokstein, both of the first part and for
convenience hereinafter designated the "Contractor" and the City
of Fort Wayne, Indiana by and through its Board of Public Works
part of the second part and for convenience hereinafter designated
the "City" underneath:

In consideration of the mutual covenants and
agreements hereinafter contained, it is agreed by the parties
hereto:

Article 1. The contractor shall and will and is to agree
and bind himself to provide all the materials and labor
for the complete construction of a Market house, one story
in height according to the plans and specifications
and drawings and specifications for said work, prepared by
Mahurin and McElveen, Architects and on file in the office of
said Board and identified by the signature of the parties
hereto which drawings and specifications and all the provisions
thereof are hereby made parts of this contract and binding
upon the parties hereto the same as if fully copied and set
forth herein.

Article 2. It is understood and agreed by and between the parties
hereto that the work included in this contract is to be done by the Con-
tractor under the direction of said Architects and said Board of
Public Works and their decision as to the true construction and
meaning of said drawings and specifications shall be final and
binding upon the parties hereto.

Article 3. No alteration or addition shall be made in or to
the work except upon the written notice of said Architects and
said Board of Public Works, and the am-

the City; or allowed by the Contractor by reason of such addition
or alterations shall be stated in said written ord.

Article 4. The Contractor shall provide sufficient safe and proper
facilities at all times for the inspection of the work by the
architects and said Board of Public Works or other authorized
representatives and shall within twenty-four hours after receiving
written notice from the architects and said Board to that
effect proceed to remove from the grounds or buildings all Ma-
terials condemned by said architects and said Board, whether
worked or unworked and to take down all parts of the work
which said architects and said Board shall by like written
notice condemn as unsound or improper or as in any way
failing to conform to the drawings and specifications and shall
make good all work damaged or destroyed.

The condemnation of any work or material by the architect
and said Board as well as any finding that materials or
work do not conform to the drawings and specifications is
final and binding upon the parties.

Article 5. Should the Contractor at any time refuse or neglect
to supply a sufficiency of properly skilled workmen or of
materials of the proper quality or fail in any respect to per-
form the work with promptness and diligence,
performance of any of the agreements herein
refusal neglect or failure being certified by the architect the
City shall be at liberty after three days written notice to the
Contractor to provide any such labor or materials and to
deduct the cost thereof from any money then due or there-
after to become due to the contractor under this contract; and
if the architect shall certify that such refusal, neglect or
failure is sufficient ground for such action, the City shall
also be at liberty to terminate the employment of the contractor
for the said work and enter upon the premises and take posse-
sion for the purpose of completing the work included under this
contract of all materials tools, and appliances thereon, and
to employ any other person or persons to furnish the work, and
to provide the materials, wages, in case of such dis-
continuance of the employment of the contractor he shall not
be entitled to receive any further payment under this contract
until the said work shall be wholly finished at which time
if the unpaid balance of the amount to be paid under this
contract shall exceed the expense incurred by the City in
finishing the work, such excess shall be paid to the

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to the Contractor; but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided either for furnishing material or for furnishing the work, and any damage incurred through such default shall be audited certified by the architect and Board of Public Works as to the amount of which sum shall be remunerated upon the completion of said work.

Article 6. The Contractor shall complete the work called for by this contract within eight months from the date of delivery by the common carrier of said work and shall pay to said City, as liquidated damages for his failure to complete said work within said time, the sum of Five Thousand Dollars (\$5,000) per day for each day of delay, for four hours, that shall elapse after the expiration of said eight months and the completion of said work in the event that the same is not completed within said eight months except in case of war, insurrection, rebellion, or by act of God, or in case mentioned in Article 7 and within of time for completion has been granted, wherefore be it agreed,

Article 7. Should the Contractor be delayed in the prosecution or completion of the work by the act neglect and default of the City or said architect, or by any damage caused to him or others, without the fault of the contractor or by general strike or lockout caused by such persons, within the time fixed herein for the completion of said work shall be stated for a period of time lost by reason of any or all the causes aforesaid within stated period, shall be determined and fixed by the architect and said time so lost no extension of time shall be made, or granted unless a claim therefor is presented in writing to the architect and said Board within forty-eight hours of the occurrence or cause.

Article 8. It is further hereby mutually agreed between the parties hereto that the sum to be paid by the City to the Contractor for said work and materials complete and as called for and provided in this contract including said specifications and drawings shall be twenty thousand Dollars (\$20,000) subject to additions and deductions as hereinbefore provided and that such sum shall be paid by the City upon the upon certificates of the architect as provided in said specifications.

The payment shall be made within thirty days after the entire completion and acceptance of the work called for in this contract.

If at any time there shall be evidence of any lien or claim for which if established the City might become liable, and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify said City against such lien or claim. Should there prove to be any such claim or lien after the payments are made the Contractor shall refund to the City all money that the City may be compelled to pay in discharging any such claim or any lien or said premises made obligatory in consequence of said contracts.

Article 9. It is further mutually understood and agreed between the parties hereto that no certificate given or payment made under this contract shall be deemed as evidence of the performance of this contract, either wholly or in part and the final acceptance of said work by said Board and the final payment shall only be construed as *prima facie* evidence of the completion or performance of this contract by the Contractor.

Article 10. It is further understood and agreed by the parties hereto that he will pay for all materials and labor that may be used or performed in the construction and completion of the work herein called for and that he and the sureties upon his bond shall be liable jointly and severally to any person or persons furnishing any such materials or labor.

Article 11. It is further agreed by said Contractor that he shall within ten days from the ratification of this contract by the Common Council of said City execute and deliver to said City a bond in the sum of Twenty Thousand Dollars (\$20,000) with Surety to be approved by said Board of Public Works and conditioned that the Contractor will faithfully honest & completely perform all the conditions, requirements and provisions of this contract including said specifications and drawings.

This contract to be binding upon the parties hereto, their heirs executors administrators successors and assigns. In witness whereof the parties have hereunto set their hands and seals the day and year first above written.

Allot
A. W. Reeder
C. Cook

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Treas. of Fort Wayne, by
W. J. Stevens.
Henry C. Stewart
R. A. Stearns
To Board of Public Works

Bernhardt Rossmuth

Dec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract hereto on the 28th day of December 1909 entered by and between the City of Fort Wayne, by and through its Board of Public Works and Bernhardt Rossmuth as fully set forth in the preamble hereto be and the same is in all things ratified and confirmed.

Dec. 2. That this ordinance be in full force and take effect from and after its passage and approved.

Done at the Common Council in the City of Fort Wayne, Indiana at a Special Meeting Held on the 30th day of December,

In the Year of Our Lord One thousand nine hundred and nine, by the Common Council of the City of Fort Wayne, Indiana at a Special meeting held on the 30th day of December 1909, by a majority vote of all the members elected to pass the ordinance herein-attached and known as General Ordinance.

W. J. Stevens
President

J. Franklin

Presented to the Mayor for approval on the 30th day of December 1909

W. J. Stevens

Approved this 30th day of December 1909

W. J. Stevens

General Ordinance No. 415

Section 6. An ordinance ratifying and approving a contract entered into on the 2nd day of December 1909 by and between the City of Fort Wayne and the Fort Wayne Electric Works.

Whereas, heretofore on the 2nd day of December 1909 the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne Electric Works relative to the purchase of transformers for use in the Electric Light and Power Plant, which contract is in the following:

Fort Wayne Electric Works
Executive Office

Fort Wayne Indiana.

Establishment of Transformer

This Contract and Agreement executed in duplicate made and entered into on the 27th day of November, 1909, by and between the Fort Wayne Electric Works of the first party of the first part, and Board of Public Works of the second party of the second part, hereinafter sometimes hereinafter referred to as the "Parties".

Witnesseth: That for and in consideration of One Dollar and other valuable considerations paid by said party of the first part to said party of the second part, the receipt of which is hereby acknowledged by the said party of the second part, hereby agrees to purchase of the said party of the first part multiple transformers that the second said party of the second part may require during a period of one year from the date of this contract, for use by it in the operation of the electric plants controlled by all standard transformers to be rated 1100-22 primary, 110-220 volta secondary.

The party of the second part agrees to pay the party of the first part for all transformers purchased under this contract within thirty (30) days from date of shipment thereof the price and in the manner set forth in Transformer Schedule "A" signed by the parties and on file in the office of said Board, which schedule and all provisions thereof are hereby made parts of this contract; and all transformers to be used as above mentioned shall be the type A transformer as manufactured by the said party of the first part at Fort Wayne Ind.

For and in consideration of the exclusive purchase of transformers as hereinbefore mentioned from the said party

of the second part the said party of the first part hereby agrees
that all transformer purchased under this contract shall be free
from all inherent electrical and mechanical defects and to hold
said party of the second part harmless and indemnified against
all claims which the said party of second shall be adjudged
to pay in any suit brought against it alleging infringement
of patents by the use of the transformers hereinbefore mentioned
provided that the party of the first part be given immediate
written notice of suit and permission through their counsel
to defend same; and provided further that the party of the
second part is not in default in its payment.

Said party of the first part hereby agrees to sell, and the
said party of the second part to buy standard multiple transformer
as hereinbefore mentioned, at a discount of 10% on the value
of \$1000 F.O.B. Fort Wayne Ind. consequed to the address
of the said party of the second part at a discount of 50-10-50
for point four per cent ad valorem "A" dated 6...

Said Transformer to be delivered being the one so made, a
part of the same.

Should transformer of less than standard be required,
there will be furnished at prices comparable with prices on
standard transformers as specified in the same.

The party of the second part agrees that he is under no
obligation inconsistent with the carrying out of the conditions
of this agreement.

This contract is not binding unless approved by an executive
officer of the Fort Wayne Electric Works.

This contract not binding unless approved by the Common
Council of Fort Wayne

Fort Wayne Electric Works

By J. C. Hall. Agent

Accepted by

E. J. Connor,

Henry Schwardt -

Jesse. D. Lewis

The above contract and agreement is hereby ratified and
and approved by us at Fort Wayne Indiana this 2nd
day of December 1909.

Fort Wayne Electric Works

by A. A. Latta. Agent

Sec. 1. Be it ordained by the Common Council of the City
of Fort Wayne, That the contract herein for on the second
day of December 1909, entered into, be and is

the City of Fort Wayne by and through its Board of Public Works and the Fort Wayne Electric Works are fully set forth in the preamble hereto be and the same is in all things ratified and approved.

Sec. 2. That this ordinance be in full force and take effect from and after its passage and approval by the Mayor.

W. C. Scherzer

Done at the Council Chamber in the City of Fort Wayne Indiana on the 30th day of December 1909.

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 30th day of December 1909, by a majority vote of all the members elect did pass the ordinance herein attached and known as General Ordinance 415.

W. C. Scherzer
President

J. Frank Mungrove
City Clerk

Presented to the Mayor for approval on the 30th day of December 1909

J. Frank Mungrove
City Clerk

Approved this 30th day of December 1909

Wm. J. Hause
C. Mayor

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General Ordinance No 411.

Issued by the ordinance ratifying and approving a contract entered into on the 23^d day of December 1909 by and between the City of Fort Wayne and the Fort Wayne Electric Works.

Whereas, hereto for on the 23^d day of December 1909, the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne Electric Works relative to the purchase of electric lamps for use in the Electric Light & Power Plant, which contract is in part as follows:

Commissioner's Contract

Issue 11.

This agreement made this 29th day of November 1909, between the Fort Wayne Electric Works a New York Corporation (hereinafter called the company) and the Board of Public Works of Fort Wayne, State of Indiana (hereinafter called the Purchaser):

Witnesseth: Whereas the Company controls or is licensed under certain United States Letters Patent relating to incandescent Electric Lamps and processes and apparatus used in the manufacture thereof of which said Letters Patent are enumerated on back of one of contracts or

And whereas the Purchaser desires to purchase and the company is willing to sell to the Purchaser incandescent electric lamps embodying or made in accordance with said invention:

1. The company agrees to sell and the Purchaser agrees to take, within one year from date hereof, and to pay for a quantity of Edison and G.E. Incandescent Electric Lamps which is at the last price stated in the schedules thereto hereinafter referred to (less hereinafter mentioned discounts) \$5000 aggregate, \$8000 estimated to cover the Purchaser's requirement during the period of one year from date. The above lamps will be shipped from time to time as the Purchaser may request, and will be billed The Purchaser agrees that payment for such shipments shall be made at the last prices subject to the discounts to which the Purchaser may be entitled as hereinbefore stated within thirty days from the date of invoice, said last prices being stated in Lamp Price Schedule C-1, C-2, C-3, C-4, C-5, F-1, F-5, F-6, J.A-1 and, G-1 signed by the parties and on file, in the office of said Board each of which schedule and all the provisions thereof are hereby made parts of this contract.

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2. The Purchaser is entitled during the period covered by this agreement (but only so long as all the conditions of this agreement are fully lived up to by the Purchaser) to the following discounts from list prices given in the schedules hereto attached:
- C-1 Regular Large carbon 17½ per cent discount
- C-2 Irregular Large carbon 17½ per cent discount
- C-4 C and. and See. Min. carbon 17½ per cent discount
- C-5 Battery and Telep. Min carbon 17½ per cent discount
- G-1 Reg. Large gen - 80 watts and under 17½ per cent discount
- G-1 Reg. Large gen 100 Watts and over Meridian Gen 17½ per cent discount standard package 7½ broken package
- G-1 Reg. Large tungsten 17½-10 per cent discount standard package: 7½ per cent broken package.
- G-5 Battery Min. Tantalum 17½-10 per cent discount
standard package: 7½ broken package
- T. 6. Standard Series Tungsten, 17½-10 per cent discount standard package: 7½ broken package.
- T.A.-1 Reg. Large Tantalum, 17½-10 per cent discount
standard package 7½ broken package
3. The Company agrees that lamps purchased under this contract agreement may be furnished either as for renewal or at any time the Purchaser may establish to consumers of current on lighting circuits to which the Purchaser supplies current exclusively or on circuits which are owned or controlled by him.
4. The Purchaser agrees that the transportation (not including cartage) allowed on lamps shall be in accordance with the Company's published rules regarding deliveries as shown in delivery schedule and extra price schedule agreed by parties and on file in said Board's office, which schedule, and all previous thereto are hereby made parts of this contract and inserted Exhibit 2.
5. The Company agrees that at any time after thirty (30) days from its acceptance of this agreement or at any time after thirty (30) days from the acceptance of any additional future delivery orders under this agreement (provided that the Purchaser at the date of such acceptance shall have specified fully the types of lamps required under this agreement or any additional items) it will make prompt shipments and if at any time thereafter prompt shipments cannot be made should the necessities of the Purchaser require extra shipments, extra charges will be prepaid or allowed in accordance with the Company's published rules regarding deliveries as shown in delivery schedule.

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terminal. The Purchaser agrees that broken packages quantities
of lamps are to be supplied by the Company with no allowance
for transportation F.O.B. only the Company's factory or established
warehouse.

The Company further agrees that the net prices allowed the
Purchaser under this agreement are the lowest given similar
purchasers purchasing in like amounts who may have signed
future delivery orders with the Company and that during the
period covered by this agreement should the Company make any
reductions in price affecting similar customers purchasing
in like amounts the Purchaser shall be immediately notified
and will thereafter receive the benefits of such reduction in price
on lamps shipped after the day on which such lower price is set.

7. Breach of any of the provisions of this contract or any failure
to maintain and observe prices, rules and regulations in
accordance herewith shall give the Company the option im-
mediately to cancel this contract and the Purchaser is hereby
expressly put on notice that in case of any such failure he can
thereafter obtain lamps manufactured under the Letter Patent
above enumerated only at standard post age prices, without any
discount whatever or in case he fails to take and pay for during
the ensuing year all the lamps contracted for hereunder, he
can thereafter obtain lamps manufactured under the Letter
Patent above enumerated only at a price based on the net
value of lamps actually purchased hereunder.

8. It is understood that subject to cancellation at any time
at the Company's option the Purchaser may purchase
Tungsten and Tantalum Lamps from any licensed Manufac-
turer and that the Purchaser is secured from taking the
full quantity of lamps required hereinunder provided it can
be shown by the Purchaser that during the period of this
contract and prior to the date of written notification
of said cancellation he has purchased from any licensed
Manufacturer or his agents a quantity of Tungsten or
Tantalum Lamps of multiple types only (made under the
provisions of the License Agreement) the aggregate net price
value of which together with the Purchaser under this contract
make up the required quantity.

This agreement does not become binding on the Company
until accepted in writing at the post office by the salesmen
agent or his duly authorized representation located in the
main sales office of the Company

E. J. Connor
Henry Schwartz

Accepted This 23rd day of December 1909
Fort Wayne Electric Works
By F. D. Hunting Treasurer

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 23rd day of November December 1909, entered into by and between the City of Fort Wayne, by and through its Board of Public Works and the Fort Wayne Electric Works as fully set forth in the foregoing contracts be and the same is in all things ratified and confirmed.

Section 2. That this ordinance be in full force and take effect from and after its passing and approval by the mayor.

I, Wm. C. Schaeffer, a member of the Common Council of the City of Fort Wayne, Indiana, on the 30th day of December 1909,

We hereby certify that the Common Council of the City of Fort Wayne, Indiana at a special meeting held on the 30th day of December 1909, by a majority vote of all the members elected, did pass the ordinance herein attached and known as General Ordinance No. 1.

W. C. Schaeffer
President

J. Frank Munger
Secretary

Presented to the Mayor for approval on the 30th day of December 1909,

J. Frank Munger
Mayor

Approved this 30th day of December 1909

Wm. J. Hessey
Mayor

General Ordinance No. 1.

Ordered by the City Council on the 2nd day of December 1909 by and between the City of Fort Wayne and the Fort Wayne Electric Works

Mosiac Bank for on the 2nd day of December 1909 the City of Fort Wayne, by and through its Board of Public Works entered into a contract with the Fort Wayne Electric Works relative to the purchase of meters for use in the Electric Light & Power Plant which contract is in the following:

For the use of the electric works

Executive Officer,

Fort Wayne, Indiana

Purchase & Delivery Meter Contract

This Contract and Agreement executed in duplicate made and entered into this 29th day of November 1909, and between the Fort Wayne Electric Works of Fort Wayne, Indiana, party of the first part and Board of Public Works of Fort Wayne, Ind., party of the second part their successors and assigns in Muncie - That for and in consideration of One Dollar and other valuable considerations paid by said party of the first part to said party of the second part for the receipt of which as hereinafter acknowledge the said party of the second part hereby agrees to furnish to said party of the first part, all electric alternating current integrating wattmeters which the said party of the second part

during a period of one year from the date of this contract, for use to it in the operation of the electric plants controlled by it and to pay for all meters purchased under this contract within thirty days from the date of shipment thereof the price set forth in Schedule "A" and "E" signed by the parties and on file in the office of said Board which Schedule and the provisions thereof are hereby made parts of this contract and all said meters to be used as above mentioned shall be of Type "K" alternating current integrating wattmeters manufactured by the said party of the first part at Fort Wayne

For and in consideration of the exclusive purchase of alternating current integrating wattmeters as hereinbefore mentioned from the said party of the first part by the said party of the second part, the said party of the first part hereby agrees that all rights, franchises, etc., in said contract shall be free from all industrial and mechanical defects, and to hold said party of the second part harmless and indemnified against all claims which the said party of the second part shall be adjudged to pay in any suit brought against it alleging infringement of patents by the use of the meters hereinbefore mentioned provided that

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the party of the first part to give immediate written notice
unto and permission through their counsel to defend the same
and provided further that the said party of the second part is not
in default in its payments.

The said party of the first part hereby agrees to sell to the said
party of the second part alternating current integrating water
meters as hereinfor mentioned new and in good condition
delivered F.O.B. Fort Wayne Ind. consigned to the address of
the said party of the second part at a discount of 50-10 per cent
from Schedule "A" and "E" Sheets 1 and 2 above referred.

Said schedule being the ones as made parts of this contract
the party of the second part agrees that he is under no obligation
unconnected with the carry out of the conditions of this agreement.

This contract is not binding unless approved by an executive officer
of the Fort Wayne Electric Works.

This contract is not binding unless approved by the Common Council
of the City of Fort Wayne.

Fort Wayne Electric Works.

B. A. Schaefer.

(Signed by)

E. J. Lemon

Henry Schaefer,

(Signed by)

The above contract and agreement is hereby fully ratified and approved
by us at Fort Wayne Indiana. This 2nd day of December.

Fort Wayne Electric Works

By A. A. Serva, Asst Secy.

Dec. 1. Be it ordained by the Common Council of the City of Fort
Wayne, that the contract herein for on the 2nd day of December
1909 entered into by and between the City of Fort Wayne, by
and through its Board of Public Works, and the Fort Wayne
Electric Works as fully set forth in the前述合同 to be
and the same is in all things ratified and approved.

Dec. 2. That this ordinance be in full force and take effect
from and after its passage and approval by the Mayor

W. C. Schaefer.

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 30th day of December 1909.

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We the undersigned members of the Board of
Public Works of the City of Fort
Wayne Indiana at a Special meeting held on the 30th day of December 1909
by a majority vote of all the members present did pass the ordinances
hereunto attached and known as General Ordinance No. 417.

H. C. Schumacher
President

Frank Mangrove
City Clerk

Presented to the Mayor for approval on the 30th day of
December 1909

F. Frank Mangrove
City Clerk

Approved this 30th day of December 1909

General Ordinance

Whereas certain contracts were made and approved and entered into
by and between the City of Fort Wayne and P.R. Engineers on the
day of December 1909 relating to the purchase of certain boiler
and equipment for the Electric Light and Power Co.,

Whereas further on the same day of December 1909 the City
of Fort Wayne, by and through its Board of Public Works
entered into a contract with the P.R. Engineers of St Louis
Missouri, relative to the installation and construction of a boiler
and equipment for the Electric Light and Power Co.,
(Contract is in the following words.)

This agreement made and entered into this 2nd day of January
1909 by and between the City of Fort Wayne, by and through its Board
of Public Works, party of the first part and P.R. Engineers of St Louis
Mo. party of the second part WITNESSETH

That for and in consideration of the payment by said City
of the sum of money hereinafter mentioned and in the manner
hereinafter stated the party of the second part hereby agrees and binds
itself to furnish, deliver and erect on foundations of the party of
the second part in the Electric Light and Power Plant of said City
one 425 H.P. Lyman Safety Boiler with automatic stokers
and engine included all of which are to be of the kind men-
tioned and described in and to be constructed and installed
according to the specifications for said .

leily and as mentioned and described in and according to the bids proposals and specifications placed on file in the office of said Board by the party of the second part, All of which specifications so placed on file by said party of the second part are hereby made parts of this Contract as well as the provisions therein of this contract as aforesaid herein in full, which proposals and specifications and bids so placed on file by said party of the second part and which specifications so prepared by said City for identification have been signed by said City.

This further agrees by the party of the second part that it will within ten days after the approval and ratification of this contract by the Common Council of said City execute and deliver in said City a bond in the sum of Thirty-one Dollars (\$31.00⁰⁰) conditioned for the faithful performance of this contract by said party of the second part including the faithful performance in carrying out all warranties and guarantees contained in said bids proposals and specifications such bond to be signed by a surety company as surety to be approved by said Board of Public Works.

In consideration of the furnishing laboring and erection as in this contract provided, of said boiler as herein described party of the first part agrees and hereby binds itself to pay the said party of the second part the sum of Six thousand two hundred and fifty dollars (\$6,250) as in said bids specifications and proposals mentioned.

Witness our hands and seals this 23rd day of December,

at this
Date
1809.

City of Fort Wayne, by

E I Lennon.

Henry Linsley

Bldg Com.

St Board of Trade

W H. Engineer by
William

Is it so ordained by the Common Council of the City of Fort Wayne, that the contract heretofore on the 23rd day of December 1809, executed by and between the City of Fort Wayne party of the first part and W H. Enginewe party of the second part which contract is fully set forth in the preamble hereto be and the same is hereby ratified and confirmed.

Sec 2. That this ordinance be in full force and effect
from and after its passage and approval by the mayor.

William O. T.

Mos. at the Council Chamber in the City of Fort Wayne
Indiana on the 30th day of December 1909.

No. 418
The Honorable City of Fort Wayne Common Council of the City of
Fort Wayne, Indiana at a special meeting held on the 30th
day of December 1909, by a majority vote of all the members
elected did pass this ordinance. The rules attached and
known as General Ordinance No. 418.

H. C. Schreier
President

Frank Mungavan
Secretary

Presented to the Mayor for approval on the 30th day of
December 1909.

Frank Mungavan

Cipposed this 30th. Day of December 1909

W. O. T.

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General Ordinance 419

intended by An ordinance fixing the salary of the City Attorney

of Fort Wayne.

Sec. 1. Be it ordained by the Common Council of the City of Fort Wayne, that the City Attorney of said City shall receive from and after the first day of January, 1910, a salary of Twenty-five hundred Dollars per annum.

Sec. 2. That this ordinance be in full force and effect from and after its passage, approval by the Mayor and the first day of January, 1910.

Marion B. Johnson
Dobie H. Melch.

Done at the Council Chamber in the City of Fort Wayne
Indiana on the 30th day of December, 1909.

I hereby certify that the Common Council of the City of Fort Wayne Indiana at a special meeting held on the 30th day of December 1909, by a majority vote of all the members elected passed the ordinance hereinabove attached and known as General Ordinance No. 419.

H. C. Schurin
President

Frank Mungova
Clerk

Presented to the Mayor for approval on the 30th day of December 1909.

Frank Mungova
Clerk

Approved this 30th day of December 1909

Wm J. Hausey
Mayor

General Ordinance No. 420

Whereas by an ordinance fixing the salary of the members of the Board of Public Works; dispensing all contradictions or parts of ordinances in conflict therewith and fixing the time where the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana that each member of the Board of Public Works of said city shall receive a salary of \$1800⁰⁰ per annum.

Section 2. That all ordinances, or parts of ordinances in conflict herewith, are repealed.

Section 3. That this ordinance be in full force and effect from and after its passage and approval of the Mayor and the first Monday in January.

W. C. Schlesier
J. A. Welch
W. B. Johnson

William Eustis
G. F. Danner

Done at the Common Chamber in the City of Fort Wayne Indiana this 30th day of December.

We, the City Council, that the Common Council of the City of Fort Wayne at a special meeting held on the 30th day of December 1909 by a majority vote of all the members that did pass the ordinance hereto attached and known as -

General Ordinance No. 420

W. C. Schlesier
Chairman

J. A. Welch
Secretary

Presented to the Mayor for approval on the 30th day of December 1909

G. F. Danner Mayor

Approved this 30th day of

W. C. Schlesier

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General Ordinance No 421

Introduced by
P. M. Braun

An ordinance authorizing the alienation of certain personal property and ordering an appraisement of same

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana that the Mayor be and he is hereby authorized to sell one Brown Horse, age 17 years used on engine at no 7 Engine House, one Black Horse age 19 years, used on engine at no 7 Engine House, One Brown Horse age 18 years used on Hose Cart at Engine House no 7, One Brown Mare age 8 years used on Hose Cart at no 7 Engine House, one Black Horse age 17 years, used on Hose Wagon at Engine House no 6 one Bay Horse, age 18 years used on Hose Wagon at Engine House no 6 one Bay Horse age 18 years used by the Chief of the Fire Department and one Bay Horse age 20 years used on Hose Wagon at Engine House no 3. And to sign any and all necessary instruments to consummate such sale, provided that such sale shall not be made until said property has been appraised by appraiser appointed by the Judge of the Allen County Circuit Court.

sec 2. That the City attorney be and he is hereby authorized to petition the Judge of the Allen County Circuit Court for the appointment of three appraisers to appraise the property referred to in Section 1. of this ordinance.

Sec 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

P M Braun

Signed at the Council Chamber in the City of Fort Wayne Indiana on the 8th day of February 1910

We hereby certify that the Common Council of the City of Fort Wayne and at a regular meeting held on the 8th day of Feb 1910 by a majority of all the members elect did pass the ordinance hereunto attached and known as General Ordinance no 421

Gust. F Rogge
President

W. J. Jeffries
City Clerk

Presented to the mayor for approval on the 14th day of Feb 1910

W. J. Jeffries
City Clerk
Approved this the 16th day of Feb 1910
Jessie Grice Mayor

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General Ordinance No 422

Introduced
First 11

An ordinance changing the names of certain streets and avenues in the City of Fort Wayne Indiana

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana that the following described streets and avenues shall hereafter be known and called by the following names viz:

First - Agnes avenue in Footkeys and Bauer addition extending from Curtiss avenue to the F. W & W. R. R. shall be known as and called Pitt Street

Second - Bond street in Bond and Lumbards second addition from Maumee ave. to the Wabash Rail road shall hereafter be known as and called Sidney Street

Third Coombs street on the East side of Missionary out lots and Coombs avenue in Blondists addition from New Haven avenue to Wayne Trace shall hereafter be known as and called Roy street

Fourth - Chestnut street in Hamiltons second addition from Calhoun street to Clinton street shall hereafter be known as and called Earl Street

Fifth - The street on the south and west of Blondists addition from Lumbards street to Curtiss avenue shall hereafter be known as and called Curtiss Avenue

Sixth - Fisher street in White's fourth addition from the N.Y. C. & St. L. R.R. to the Maumee River shall hereafter be known as and called Robert Street

Seventh - Fox avenue in Abbotts out lots from Pontiac street north to Pittsburg, Fort Wayne & Chicago Ry shall hereafter be known as a called Hartman Street

Eighth - Franking street in White's 4th addition from Jones street to Dougall street shall hereafter be known as and called McMahon Street

Ninth - Home street in Abbotts addition and from the north line of Abbotts addition to New Haven shall hereafter be known as and called Edsall avenue

Tenth - Highland Avenue in Taylors and Abbotts addition from its western terminus to Edsall avenue shall hereafter be known as and called Winch street

Eleventh - Lincoln avenue in White's fourth addition from N.Y. C. & St. L. R.R. to its northern terminus shall hereafter be known as and called Lyons Street

Twelfth - Lynn Street in white and letters addition from Edsell Avenue to its Eastern terminus shall hereafter be known as and called Winch Street

Thirteenth - Lee Street in Slatapex addition from Wayne Trace to its N.E. Eastern terminus shall hereafter be known as and called Raymond Street

Fourteenth - Megan Street on the south of Megan and Koenigs addition from Wauaw street to Hanna Street shall hereafter be known as and called Helen Street

Fifteenth - Prospect Street on the east side of Bond and Lumbards 2^d addition from Braumee Avenue to the Wabash Rail Road shall hereafter be known as and called Roy Street

Sixteenth - Pennsylvania Street in Slatapex and Abbott addition from Wayne Trace to the east line of section 7 shall hereafter be known as and called Ontario

Seventeenth - Slatapex Avenue on the east of Slatapex addition from Pontiac Street to its northern terminus shall hereafter be known as and called Fenier Avenue

Eighteenth - Virginia Avenue in Forkey and Baum addition from Slatapex Street to its western Terminus shall hereafter be known as and called Lawrence Avenue

Nineteenth - W. Indiana Avenue in North Wayne addition from Wells Street to Rock Street shall hereafter be known as and called Greenlawn Avenue

Twentyeth - Main Street in Becks Homestead addition from Broad Lane to the north line of feeder addition to be known as and called Beach Street

Twenty first - A dedicated street on the east line of the G. R. and I. R. R. from west Main Street south to be known as and called Edgerton Street

Sec 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Paul P. Kinder

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 8th Feb 1910

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 8th day of Feb 1910 by a majority vote of all members elect did pass the ordinance hereunto attached and known as General Ordinance No 422

Eust. F. Roger
President

Wm. J. Gifford
City Clerk

Presented to the Mayor for approval on the
14th day of Feb., 90.

Approved this 16th day of Feb., 90.
Wm. J. Gifford
City Clerk

General Ordinance No 423

Dated
Feb 8 1910

An ordinance authorizing the alienation of city property to the value of less than one hundred (\$100) dollars without appraisement.

Sec 1. Be it ordained by the Common Council of the City of Fort Wayne Indiana that having been shown to the council that there is under the control of the Board of Public Health of the City of Fort Wayne about Forty Two (42) Guinea pigs which are of a value of less than One hundred (\$100) dollars that Mayor of the City of Fort Wayne is hereby authorized to cause said Guinea pigs to be sold without an appraisement being made thereof and that the Mayor is hereby authorized to sign any and all papers and take any action that may be necessary to consummate the sale of said property.

Sec 2. That this ordinance be in full force and effect after its passage and approval by the Mayor.

Signed at the Council Chamber in the City of Fort Wayne Indiana on the 8th day of Feb 9 0

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a Regular Meeting held on the 8th day of Feb 1910 by a Majority vote of all the members elect did pass the ordinance hereinunto attached and known as General Ordinance No 423

Gust. F. Rogge
President

W. J. Jeffries
City Clerk

Presented to the Mayor for approval on the
14th day of Feb 1910

W. J. Jeffries
City Clerk
Approved this 16th day of Feb 1910

Jesse Grice
Mayor

11.1

General Ordinance No 424

Introduced
by P.M. Brauer

An ordinance requiring all Steam Railroad Companies whose cars pass or run over tracks intersecting the Streets of the City to keep their cars while standing not less than ten feet from the intersection of said Street and Railroad.

Sec 1. Be it enacted by the Common Council of the City of Fort Wayne that all Steam Railroad Companies whose cars run or pass over tracks intersecting any of the streets of said City shall be required to keep their standing cars not less than ten feet from the point where the tracks on which they are standing first intersects said Street; Said ten feet to be measured from the end of the car facing the intersection to the nearest point where the track upon which said car may be standing intersects the street.

Sec 2. All Steam Railroad Companies failing to comply with the provisions of this ordinance shall be fined ten dollars and every day any of said cars are nearer said intersection than ten feet shall be deemed a separate offense of the Company violating this ordinance.

Sec 3: This ordinance to be in full force and effect on or after its passage and approval by the ~~the~~ ^{the} City Council.

Signed at the Council Chamber in the City of Fort Wayne Indiana on the 8th day of March 1910

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a Regular Session held on the 8th day of March 1910 by a Majority vote of all the members elect did pass the ordinance hereunto attached and known as General Ordinance no 424

G. J. Rogge
President

W. J. Jeffries
City Clerk

Presented to the Mayor for approval on the
12th day of March 1910

Wm. J. Jeffries

City Clerk

Approved this 15th day of March 1910

Jesse G. Rice

May 1.

General Ordinance No 425

Introduced by
Harry Pfluger

An ordinance authorizing the employment by the Board of Public Safety of the City of Fort Wayne two Detectives or Sergeants of Police instead of the two Detectives now provided by ordinance and fixing the salary of said Sergeants.

Sec 1: Be it ordained by the Common Council of the City of Fort Wayne that the Board of Public Safety of said City be authorized and empowered to appoint and employ instead of the two Detectives now provided by ordinance two Detective Sergeants of Police to whom shall be paid a salary of (\$966⁰⁰) per annum.

Sec 2: That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

Harry G.

Done at the Council Chamber in the City of Fort Wayne Indiana on the 8th day of March 1910

W. J. Jeffries
City Clerk

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a Regular Meeting held on the 8th day of March 1910 by a Majority vote of all the members elected did pass the ordinance hereinabove and known as General Ordinance No 425

Gust F. Rogge
President

W. J. Jeffries
City Clerk

Presented to the Mayor for approval on the
12th day of March 1910

W. J. Jeffries
City Clerk

Approved this 15th day of March 1910

Jesse Grice
Mayor

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General Ordinance No. 426.

Ordered by
the City Council
on the 22^d day of March 1910
to Authorize the alienation of
certain personal property -

- sec 1: Be it ordained by the Common Council of the City of Fort Wayne Ind. that the Mayor be and is hereby authorized to sell one Chestnut colored Mare, five years old weighing 1000 pounds used at no. 6 Fugate House and to signatory and all necessary instruments to consummate such sale; provided that such sale shall be made subject to an appraisement of aforesaid property made by the appraiser selected appointed by the other members Court under General Ordinance No. 421 and as set out in said appraisement
- sec 2: That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Done at the council chamber in the city of Fort Wayne Ind
on the 22^d day of March 1910

John Jeffries City Clerk

We hereby certify that the Common Council of the city of Fort Wayne Indiana at a regular meeting held on the 22^d day of March 1910 in a majority vote of all the members did pass the ordinance hereinabove attached and known as General Ordinance No. 426.

Just S. Rogers John Jeffries

President City Clerk

Presented to the Mayor for approval on the 28th day of
March 1910

John Jeffries
City Clerk

Approved the 28th day of March 1910

Yeses Noes

General Ordinance No 427

Introduced by
P. W. Allen

An Ordinance requiring the Wabash Railroad Company, to erect and maintain safety gates at the crossing of its right of way with Wabash Ave within the corporate limits of the City of Fort Wayne

Sec 1: Be it enacted by the Common Council of the City of Fort Wayne that the Wabash Rail Road Company, is hereby required to erect and maintain safety gates on each side of its tracks where the same cross Wabash Avenue in the City of Fort Wayne but Sec 2: Reliable and competent men shall be employed to operate such gates when erected from 6 A.M to 11 P.M. of each day.

Sec 3: Laid Company failing to erect and maintain safety gates at the said crossing herein provided shall be fined the sum of ten dollars (\$10.00) on complaint of any citizen of said City filed before the Judge of the Municipal Court of the City of Fort Wayne and every day the crossing is allowed to remain without safety gates shall be deemed a separate offense. It is hereby provided the City will cause to be given to said Wabash Rail Road Company, to erect said gates herein provided for Sec 4: This Ordinance to be in full force and effect on and after its passage and approval by the Mayor and legal publication

Done at the Council Chamber in the City of Fort Wayne Ind on the 1st day of April 1910.

I do hereby certify that the Common Council of the City of Fort Wayne did at a regular meeting held on the 1st day of April 1910 by a majority vote of all the members elect did pass the ordinance herein attached and known as General Ordinance No 427

C. F. Rogge President Wm. Jiffins City Clerk

Presented to the mayor for approval on the 16th day of April 1910
Wm. Jiffins City Clerk

Approved this 18th day of April 1910

Jesse Grice

Mayor

General Ordinance No 423

introduced by E. A. Mayne
 introduced between the city of Fort Wayne and the Fort Wayne Electric Works relative to the installation and erection of certain electrical apparatus and conduits.

Whereas therefore on the 8th day of March 1900 the City of Fort Wayne Indiana by and Through its Board of Public works entered into a contract with the Fort Wayne Electric Works relative to the erection and installation of certain electrical apparatus and conduits at the electric light and power plant of said City which contract is as follows:

This agreement shall and will enter into force on the 16th day of March 1900 and between the City of Fort Wayne Indiana and Through its Board of Public works Party of the first part and for convenience hereinafter referred to as the Purchaser and Fort Wayne electric Party of the second part for convenience hereinafter called The Company. "It is agreed"

The Company hereby agrees to furnish the electrical and conduiting apparatus delivered erected and started as set forth in its Schedule and Specifications and as also set forth in the plan and Specification of the Purchaser all of which are made a part and parcel of this contract and binding upon the parties hereto the same as if fully copied herein. Said plan and Specification for the purpose of Identification and for the purpose of more fully making the same a part hereof have been signed by the parties hereto as of even date.

The Company agrees to hold The Company indemnified and indemnified against all sums which the Purchaser shall be adjudged to pay in all suits brought against the same for any infringement of patents by the use of the apparatus herein set forth provided the Company be given immediate written notice of such suit and permission that the Company may defend the same and provided further that the Purchaser is not in default in its use.

The Purchaser covenants in consideration of the foregoing mutually not to violate or infringe any of the patents relating to any of the apparatus specified herein which patents the Company controls or under which it has the right to manufacture or sell such apparatus.

The Company guarantees the apparatus to be the full capacity as rated and agrees to correct any defects which develop in the apparatus within thirty days from the starting thereof provided the Purchaser gives the Company immediate written notice of

Such defects and provided further that during said period
the apparatus shall not be taxed beyond its normal capacity
shall be regularly cleaned and cared for, and shall be operated
normally and properly.

The Company shall not be held responsible for work done
apparatus furnished or repair made by others.
It is understood and agreed that the title to the apparatus
and material covered by this proposal and contract shall
remain in the Fort Wayne electric works until all
payments hereinafter named including defined payments
if any shall have been fully made in cash. The purchaser
agrees to do all acts necessary to perfect and maintain
such retention of title in the Company.

In case of default in any of the payments hereinafter
provided for the Fort Wayne electric works may, at once
itself, of any of the above mentioned property wherever found
and shall not be liable in any action at law on the
part of said purchaser, for such reclamation of its
property nor for the repayment of any money or
monies which have been paid by said purchaser
in part payment for said apparatus or equipment.
It is agreed that the Company shall insure said
apparatus or plant against damage or loss by fire
for its full selling value as herein after stated until
but not after the Company shall have been paid
in full hereunder for the benefit of itself and purchaser,
as their interest may appear but the purchaser agrees
to pay the Company for premium for such insurance
one fourth of one per cent on the total amount insured
for each three months or fraction thereof after the
delivery of said apparatus at the plant of the Purchaser.
It is hereby mutually agreed that the Company shall not
be held responsible or liable for any loss, damage
detention or delay caused by fire, strikes civil or military
authority or by insurrection or riot or by any other cause
beyond its control, nor in any event for consequential
damages. Receipt of the apparatus by the Purchaser
shall constitute a waiver of any claim for loss
or damage due to delay.

The Company agrees that the installation if made by
it shall be done in a thorough and workmanlike manner.
The purchaser agrees to properly care for all apparatus
and material delivered until the same is fully paid for
and if the installation is to be made by the Company

The purchaser agrees without charge to furnish for the Company all necessary storage rights of way permits and authority for the installation and operation of the apparatus hereinabove specified. To designate the location of the apparatus before the work is begun. To pay extra for changes made in location of apparatus after same has been placed and for any work performed and apparatus or material furnished in addition to that herein specified.

The apparatus shall be considered as starting when first put in operation and shall be operated by the purchaser after starting thereof.

All promise of Shipment date from receipt of Contract and full information at the Home Office of the Company Fort Wayne Ind. The purchaser agrees to furnish promptly on demand by the Company all the necessary information as to details to be determined by the purchaser. The time of Shipment shall be extended by an amount corresponding with any delay on the part of the purchaser in furnishing the company information as to such details. Apparatus and Material shall be installed by and at the expense of the Company.

The Company will furnish a competent expert to superintend the installation of the complete equipment and put it in proper operation. After the apparatus is started the Company expert will give the attendant selected by the purchaser all necessary instructions for operating the same free of charge for a period of thirty (30) days. It is understood that the Company is to furnish all common labor for the installation of the above apparatus. Should the purchaser require the services of an expert for a longer period than above stated a charge will be made for each extra service at seven dollars (\$7.00) per day and all expenses.

The price and terms are

Thirty five thousand One Hundred and Thirtynine dollars (\$35,137.00) inclusive of laying and packing and payable as follows. 50% of the contract price on delivery of apparatus or material on premises.

25% of the contract price on completion of installation: Balance of contract price thirty days after completion of the work and upon final acceptance as provided in Purchaser's specifications.

It is hereby mutually agreed that this contract with schedules, plans, and specifications, when duly signed accepted and approved, constitutes in all respects the

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agreement between the parties hereto and all previous understanding, promises or agreements on the part of the purchaser or the Company, either verbal or written are hereby abrogated and withdrawn and no modification of this agreement shall be binding upon the parties hereto or either of them unless such modification shall be in writing, duly executed by the purchaser and approved by an executive officer of the Company.

City of Fort Wayne Indiana

By Frank J. Benoy.

Henry Helzeman

E. J. Lennon

Board of Public works

Attest H. W. Becker Clerk

Fort Wayne Electric Works

By F. J. Hunting

Treasurer

Attest

H. E. Loomis Assistant Clerk

Sec 1: Be it ordained by the common council of the City of Fort Wayne Ind that the contract heretofore on the 16th day March 1910 entered into by and between the City of Fort Wayne by and through its Board of Public works and the Fort Wayne electric works as fully set forth in the preamble hereto, be and the same is in all things ratified and approved.

Sec 2: That this ordinance be in full force and effect from and after its passage and approval by the Mayor

E. C. Mayne,

Done at the Council Chamber in the City of Fort Wayne Ind on the 12th day of April 19

We hereby certify that the common council of the City of Fort Wayne Ind at a regular meeting held on the 12th day of April 1910 by a majority vote of all the members elect did pass the ordinance hereto attached and known as General Ordinance No 428

W. F. Dwyer
President

Mr. J. Jeffries
City Clerk

Presented to the Mayor for approval on the
16th day of April 1910

Mr. J. Jeffries
City Clerk

Approved this 18th day of April 1910

George Price

1910.

Introduced by
Harry G. Pinnington
An Ordinance authorizing the purchase by
the Board of Public Works of the East thirty six (36) of the
west 80 feet of lot number twenty nine (29) in Farnans
addition to the City of Fort Wayne Indiana.

Whereas the Board of Public Works of the City of Fort Wayne
has by resolution expressed its desire and wish to purchase
the East thirty six (36) of the west 80 feet of lot number twenty nine
(29) in Farnans addition to the City of Fort Wayne Indiana
and since said Board has an option whereby the same
can be purchased for the sum of Fifteen hundred dollars
(1500) Now therefore

Sec I: Be it ordained by the Common Council of the City
of Fort Wayne Indiana that said Board of Public Works be
and it is hereby authorized if it shall be deemed by said
Board for the best interest of said Board to purchase the
following described real estate in the City of Fort Wayne
The East Thirty six (36) of the west 80 feet of lot number twenty
nine (29) in Farnans addition to the City of Fort Wayne Ind
Sec II: That this ordinance be in full force and effect
from and after its passage and approval by the Mayor

Harry G. Pinnington

Lone at the Council Chamber in the City of Fort
Wayne Ind on the 26th day of April 1910

We hereby certify that the Common Council of the City
of Fort Wayne Indiana at a Regular Meeting held on the 26th
day of April 1910 by a Majority vote of all the Members elect did pass
the ordinance hereunto attached and known as General
Ordinance No 430

G. F. Rogge

President

W. J. Jeffries

City Clerk

Presented to the Mayor for approval on the 30th
day of April 1910

W. J. Jeffries

City Clerk

Approved this 30th day of April 1910

Jesse Grice

Mayor

Introduced
by Harry C.
[initials]

General Ordinance no 431

An Ordinance authorizing the alienation of certain personal property and ordering an appraisement of same.

Sec 1: Be it ordained by the Common Council of the City of Fort Wayne Indiana that the Mayor be and he is hereby authorized to sell One gray horse age 17 years and one black horse age 14 years used in supply wagon at no 3 Engine House Two bay horses age 17 and 17 years used in Fire Wagon Engine House no 8 and one brown horse age 14 years used on Engine at no 8 Engine House One brown horse age 17 years and one gray horse age 14 years used in truck at no 1 Engine House One bay horse age 16 years used on Horse Drawn at no 2 Engine House and to sign any and all necessary instruments to consummate such sale: Provided such sale shall not be made until said property has been appraised by appraisers appointed by the Judge of the Allen Circuit Court

Sec 2: That the City Attorney be and he is hereby authorized to petition the Judge of the Allen Circuit Court for the appointment of three appraisers to appraise the property referred to in section 1 of this ordinance

Sec 3: That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor

Harry C. [initials]

Done at the Council Chamber in the City of Fort Wayne Indiana on the 20th day of April 1910

We hereby certify that the Common Council of the City of Fort Wayne Indiana at a Regular meeting held on the 20th day of April 1910 by a Majority vote of all members elect did pass the ordinance hereunto attached known as General Ordinance

G. F. Royer
President

W. S. Jeffries
City Clerk

Presented to the Mayor for approval on the 30th day of April 1910

W. S. Jeffries
City Clerk

Approved this 30th day of April 1910

James Price
Mayor

General Ordinance no 1432

An ordinance providing for the inspection of meat and the issuing of meat Licenses fixing a penalty and repealing General Ordinance no 369 adopted Nov 17-1908

Sec 1 Be it ordained by the Common Council of the City of Fort Wayne and that no person slaughtering animals for human consumption raised by such person and which person is not regularly engaged in the business of conducting a slaughter house and is not regularly engaged in the business of selling the flesh of animals for human consumption shall be required to obtain from the City of Fort Wayne a license to sell the flesh of such animals so raised by such person but the flesh of such animal or animals before being sold or offered for sale shall be first brought to the south end of the City Hall of said City and shall there be submitted to the Board of Health for inspection as to purity and sound condition

Sec 2 Any person Company or Corporation failing to comply with or violating the provisions of this ordinance shall upon conviction be fined in the sum of not less than Twenty five dollars nor more than One Hundred dollars

Sec 3 That General Ordinance no 369 adopted November 7-1908 relating to the issuance of meat license be and is hereby repealed

Sec 4 This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

L. H. H.

General Ordinance No 433

Introduced by the ordinance ratifying and approving the contract
with Hamilton between the City of Fort Wayne Indiana and John Hazeman
relative to the building and construction of a Machine Shop
at no 1 Pumping Station for Fort Wayne.

Whereas heretofore on the 14th day of March 1910 the
City of Fort Wayne by and through its Board of Public works
entered into a contract with John Hazeman relative to the
construction of a Machine Shop at no 1 pumping station
of the City Fort Wayne Water Works System which contract
is as follows.

This instrument made and entered into this 22^d day of March
1910 by and between the City of Fort Wayne Indiana by and
through its Board of Public works party of the first part
and for convenience hereinafter referred to as the Board of
and John Hazeman party of the second part and for
convenience herein after referred to as contractor. Witnesseth
That for and in consideration of the payment by the
Board to the contractor of the sum of money hereinafter
agreed to the contractor hereby agrees to erect and
construct a Machine Shop at no 1 Pumping Station
belonging to said City. Said building or shop to be built
and constructed as set forth in the plans and specifications
for the same all of which are made part and parcel
of this contract and binding upon the parties hereto
the same as if fully copied herein. Said plans and
specifications for the purpose of identification and
for the purpose of more fully making the same a part
hereof have been signed by the parties hereto as of even
date herewith. The contractor agrees that he will within
ten days after the execution of this contract and its
approval by the Common Council of said City
execute a Bond to said City for the faithful performance
of the contract and indemnify the City against all
claims arising out of said contract said Bond or
Bonds to be satisfactory to the Board.

The Board shall have the right to make any
alterations, additions to or omissions of work or material
in such contract as herein specified that may be deemed
advisable and the same shall be acceded to by the
contractor and carried into effect by him without in
any way violating or vitiating the contract or any
bond given by the contractor. That no alteration addition
to or omission of work or material shall be made unless

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the same shall first be ordered by the Board in writing
and the written agreement entered into between the Board
and the contractor as to the amount of money to be allowed
or deducted for such alteration & addition
The contractor further agrees that in the prosecution of said
work all proper skill and care will be exercised so
said contractor will properly and fully guard and protect
all excavations and dangerous places and will use all due
and proper precaution to prevent injury to the property
person or persons what or whomever and during the
time of making such improvement to the City of F.M. Wagner shall
be save harmless from any and all liability whatsoever
growing out of any injury or damage to property or persons
because of any neglect or fault of the contractor his agent
or employee in the execution of this contract or any article
connected thereto or relative thereto and to pay any judgment
with cost which may be obtained against said City growing
out of any such injury or damage.

Said Contractor further contracts and agrees to pay any and
all money due any contractor person or persons furnishing
any material for said work and pay any laborers employed
by him for any work done in the prosecution of said improvement
and that in the event any liens are filed with this Board
for any such material men or laborers this Board is authorized
to take out of the amount of money due said Contractor
an amount equal to the amount of the liens or claims filed
that before said contractor shall receive his money for the
performance of his work he agrees to fully satisfy the Board
that all liens and claims have been paid.

The Board to determine for itself whether the evidence of
said payment is or is not satisfactory
It is hereby expressly understood that no assignment of this
contract shall be made to my party without the consent of said
Board in writing and that said work shall be completed
in sixty days after the execution and approval of this
contract.

The Contractor agrees to pay the City as liquidated damage
the sum of Five (\$5) dollars for each and every day that said
contract is unfinished after aforesaid time. The City reserving
the right after five days notice to Contractor after expiration
of aforesaid time to take possession of the premises and all
Materials thereon and provide work and Material to complete
said work and deduct the cost and charges thereof from any
sum that may be due said Contractor.

It is agreed by the Board that for and in consideration of
the furnishing of said material and the performance of said
work it will pay to the Contractor the sum of Twenty one hundred
fourty eight dollars (\$248.00) on the completion and final
acceptance of the work by the Board
In witness whereof the parties have
hereunto set their hands and seals
this 22nd day of March 1910

John Hageman
Contractor

The City of Fort Wayne by
Frank J. Benoy
Henry Hilgerman
E. J. Lenon
To Board of Public works

Sec 1: Be it ordained by the Common Council of the City
of Fort Wayne that a contract heretofore on the 22nd day
of March 1910 entered into by and between the City of Fort
Wayne and by and through its Board of Public works and
John Hageman as fully set forth in the preamble be and
the same is in all things ratified and approved.
Sec 2: That this ordinance be in full force and effect
from and after its passage and approval by the Mayor.

Lane at the Council Chamber in the City of Fort Wayne
Indiana on the 26th day of April 1910

We hereby certify that the Common Council of the
City of Fort Wayne did at a regular meeting held on the 26th
day of April 1910 by a majority vote of all the members elect
did pass the ordinance hereunto attached and known as
General Ordinance No 433

Gust. F. Rogge
President

William J. Jeffries
City Clerk

Presented to the Mayor for approval on the 30th day
of April 1910

Wm. J. Jeffries
City Clerk

Approved this 30th day of April 1910

Jesse Grice
Mayor

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General Ordinance No 434

An ordinance authorizing the appointment by the Board of Public Safety of one assistant Dairy and meat inspector and fixing his salary.

Same as amended April 26, 1910

Sec 1 Be it enacted by the Common Council of the City of Fort Wayne that the Board of Public Safety be and they are hereby given the power and authority to appoint one assistant Dairy and meat inspector to execute the orders of the Board of Public Health and Charities such assistant Dairy and meat inspector to be nominated by the Board of Public Health and Charities and to receive a salary at the rate of fifty five dollars (\$55.00) per month and shall not engage in any other occupation and may be removed from office by the Department of Health and Charities of incompetency or inefficiency such assistant Dairy and meat inspector shall execute to said City a bond in the sum of One Thousand Dollars (\$1000.00) with surety to the approval of the Department of Public Safety conditional for the faithful performance of his duties as such assistant Dairy and meat inspector.

Sec 2 That this ordinance be in full force and effect from and after its passage and approval by the Mayor.

Given at the Council Chamber in the City of Fort Wayne on the 26 day of April 1910

We hereby certify that the Common Council of the City of Fort Wayne did at a regular meeting held on the 26th day of April 1910 by a majority vote of all the members elect did pass the ordinance hereinabove attached and known as General Ordinance No 434

Gust. F. Rogge

President

Wm. S. Jaffries

City Clerk

Presented to the Mayor for approval
on the 30th day of April 1910

Wm. S. Jaffries
City Clerk

Approved this 2^d day of May 1910

Jesse Price
Mayor.

571

General Ordinance No 435

An ordinance ratifying and approving the contract between the City of Fort Wayne Indiana and Tripper and son of Peru Indiana relative to the work to be done for the City at Calhoun Street under Track Elevation Resolution no 1.

Whereas heretofore on the — day of April 1910 the City of Fort Wayne by and through its Board of Public works entered into a contract with Tripper and son relative to work to be under track elevation Resolution no 1. which contract is as follows.

This agreement made and entered into this 12th day of April 1910 by and between the City of Fort Wayne by and through its Board of Public works party of the first part for convenience hereinafter referred to as the "Board" and Benjamin Tripper and Allen G. Tripper partners doing business under the firm name of Tripper and son of Peru Indiana party of the second part for convenience hereinafter called "Contractor" Witnesseth.

That for and in consideration of the payment by the said Board to the said Contractor of the price per item hereinafter set out and referred to the said Contractor agrees and binds itself to furnish all the portion and share of work to be done by said Board at Calhoun Street in the City of Fort Wayne Indiana as provided for in Track Elevation Resolution no 1 and certain resolutions heretofore passed by the said Board for changing the grade at Calhoun Grand and certain other Streets and as set out in the plans and specifications made in relation thereto which are herein after made a part of the contract all under and by virtue of an act of the General assembly of the state of Indiana entitled "an act providing for the changing of the grades of streets and highways in cities having a population of not less than Fourty three thousand nor more than Forty nine thousand etc" approved March 12th 1907 and also an act of the General assembly of the state of Indiana entitled "an act concerning Municipal Corporations" approved March 6-1905 and all acts supplementary and amendatory to the aforesaid acts.

The Contractor hereby expressly agrees to perform all work in the prosecution of the above described improvement

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according to the terms and conditions of this contract
and the plans, estimates, profiles, specifications and bids
submitted by said contractor on said work to the entire
satisfaction of the said Board which said plans
estimates, profiles, specifications and bids are hereby
made a part of this contract as fully and effectually
as if copied herein at full length all of which for the
purpose of identification and making them a part
of this contract are signed by the parties as of even date
herewith and if there be any conflict between the prices
set out in the above-said bids and us set out in this
contract then the latter is to control.

The work to be performed by the said contractor
under this contract consists of brick pavement, excavation
concrete retaining walls, cement sidewalks, resetting of curbing
where necessary, laying water mains and service, laying sewers and
all necessary connections, man holes and catch basins and other
work, all of which is more specifically described and set out in the
plans and specification, which work is to be performed by the
contractor for the following prices: Street excavation per
cubic yard fifty four cents (.54) Wall excavation per cubic yard
fifty cents (.50) concrete in place per cubic yard four dollars
and fifty cents (\$4.50) Street paving per square yard
two dollars and twenty five cents (\$2.25) sidewalk paving
per square foot thirteen cents (.13) Resetting curbing
per lineal foot ten cents (.10) New curbing (5" x 22") per
lineal foot fifty cents (.50) Standard U. S. pipe railing
in place per lineal foot one dollar (\$1.00) New Water
pipe size 12" per lineal foot two dollars (\$2.00)
Relaying Water pipe 8" size per lineal foot thirty six
cents (.35) Removing and resetting Fire Hydrants
each five dollars (\$5.00) New water service 4" size each
ten dollars (\$10.00) Sewer 48" 2 R Brick Size per lineal
foot seven dollars (\$7.00) New Manholes each forty five
dollars (\$45.00) Repairing Manholes each ten dollars
(\$10.00) New catch basins 4" x 7" each forty five dollars
(\$45.00) House connections 8" fifty cents per foot 36" 2. R.
Brick sewer connections six dollars (\$6.00) per foot 3" x 12"
no 1 White oak heading plank twenty cents (.20) per foot.
It is further understood and agreed that the contractor is
to commence said work not later than twenty (20) days
after being notified to commence by said Board said
notice to be given only when the elevation of the tracks is
so advanced that the contractor can actually and

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practically begin work and he further covenants
and agrees to complete said work within three (3)
months after the commencement of the same and
in event said contractor fails to begin said work
within said time or to finish said work within
said time or fails at that time or any time thereafter
furnish a sufficient number of skilled workmen or
adequate equipment to properly push and finish said
work. Then the said Board may at its option consider said
contract void and set said work or use the materials
tools and equipment of the contractor in use on said work
and finish the work itself and deduct from any money
that might be due the contractor a sufficient sum to
cover the expenditures made by said board in the
performance of said work. It being understood that any
extension of time for the commencement or completion of
this work is not in any way to affect this contract or release
the sureties on any bond given by the contractor to said board
nor will it be necessary to give notice of any extension to
said sureties.

It is hereby agreed that no assignment of the contract
shall be made without the written consent of the said board
and any assignment in violation of the provision will
be absolutely void.

The Board reserves the right to alter or change any
detail in the material or method of construction which
will not materially increase the cost of the work
without any additional compensation to the contractor.
More important changes or alterations may be made
by the Board should the exigency arise and become
apparent during the process of the work through faulty
design as provided by the plans and specifications or by
reason of obstructions met with which could not reasonably
have been foreseen before the work began notwithstanding
such changes or alterations may materially increase
or decrease the cost of the work; but the contractor
shall not proceed with such changes or alterations
without a written order from the Board. the price agreed
upon to be added to, or deducted from the contract
price being stated in the order.

In case the Board and contractor can not agree as
to the price it shall be taken as the estimated actual
cost plus fifteen per cent (15%) as determined by the
engineer. No claim whatever shall be allowed for

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extra Materials or labor furnished unless the same shall have been ordered in writing. It is expressly agreed and understood that any alterations or changes made shall not in any way violate or annul the contract or effect any bond hereafter given by the contractor or release his Sureties therein. Any claim for damages or for any other matter or cause must be made in writing to the Board at the time the alleged damage occurs or the cause for the claim arises and unless such claim is so presented it shall be held that the contractor has waived such claim and it shall not be entitled to receive pay for the same.

It is agreed that in event the work to be performed under the contract is for any reason not commenced or discontinued after the commencement that the contractor will not be entitled to any damages for any loss he might be put thereby reason thereof and he hereby waives and releases the City from any claim that he might have against it for any such failure to begin or dis-continuation of said work except he will be entitled to payment for the estimated value of work performed.

It is understood that all the material and workmanship of whatever description shall be subject to the inspection and rejection of the engineer and the Contractor shall recognize my assistant or inspector that the Board may appoint under the direction of the Engineer to inspect the materials furnished or labor performed. Such inspection by the said Board however is not to be considered in any sense as such an acceptance of the work that the Contractor might demand his money for the same.

It is further agreed by and between the parties that the acceptance of the work provided for in this contract or the payment therefor shall not constitute a waiver on the part of the City of any of the provisions of the contract. Plans and Specifications nor shall it release said contractor or his Sureties upon their bond for the faithful performance or guarantee thereof. nor shall the final acceptance of the work be even prima facie evidence of the performance of any of the provisions of this contract except to the extent of entitling said contractor to receive the prices therefor and then only shall such acceptance and payment be considered prima facie evidence payment to be made within (20) days after the performance of all conditions of the contract and acceptance and approval of the work by the Board.

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The Contractor further contracts and agrees that in the prosecution of said work he will comply in all things with all the requirements of said plans, Specifications and resolutions and that all proper skill and care will be exercised to avoid accidents; that he will properly and fully guard all excavations and dangerous places and will use all due and proper precautions to prevent injury to any property, person or persons what or whom soever. That for and during the period of the making of such improvement and the period for which the same is to be maintained and kept in repair by the Contractor the City of Fort Wayne shall be saved harmless from any and all liabilities whatsoever growing out of any injury or damage to property or persons of any neglect or failure of the Contractor to comply with any of the provisions herein contained including the guaranteed provisions and to pay any and all judgments with costs which may be obtained against said city growing out of any such aforesaid injuries or damages or from any damage or injury resulting to any person or building by reason of excavation near buildings or by removal of lateral support.

It is further agreed in addition to all the conditions of said specifications relative to the guarantee and maintenance of said work that the work shall be done in a substantial manner as to material and workmanship so that no repairs will be needed or required for a period of five (5) years but should repairs become necessary during said period then the contractor shall without any additional compensation make good such repairs and any settlement of pavement, my arrangement of the alignment and grades of the curbing or castings any cracking or crumbling of the concrete or concrete walls or any defective sewer or water connections which may occur or appear during said period. The guarantee of the pavement, concrete walls, ~~or any defects~~, or concrete work cement work and all other work and the guarantee to repair is to cover all defects growing out of any imperfection or unsuitability of materials or compositions of materials used, defects of construction, all defects of workmanship, extremes of temperature and all other effects of climate and shall cover all other deteriorations.

of the improvement such as holes, cracks, crumbling, chipping or settlement in or in the walls pavement sidewalks, or any other part of the work and all except cutting over the decomposition of the wearing surface that may appear in the improvement within the said time (5) years and within the entire guarantee period at his, and in the specifications more fully provided the contractor agrees that within ten (10) days after being awarded the contract he will execute to the City of Fort Wayne two (2) bonds to be filed by the Board of Public Works one conditioned that it will faithfully comply with all the provisions of the contract except the warranty and guarantee of the work and improvement as to the workmanship Materials and conditions for the period of five (5) years, and the other conditioned that he will faithfully perform and fulfill all the requirements of the community and guarantees contained in said contract and will do the all repairs required under such guarantee and in the manner provided for in the contract. Each of said bonds to be signed by recognized surety company authorized to sign such instrument and authorized to do business in the state of Indiana. The Contractor further agrees to pay any and all moneys due to any Contractor or any person or persons furnishing any material whatever and to pay all laborers employed for any work done for the contractor for any other person in the prosecution of said improvement and the contractor and his securities on his liability bond shall be jointly and severally liable in such court to such contractor material men and labour for any moneys due or becoming due to them or either of them. Further and reserving the right in event any lien or claim is filed or that any work or material remains unpaid there to hold from the sum due and owing the contractor a sum sufficient to pay any and all such claims. The Board to refuse payment to said Contractor until it has been satisfactorily and sufficiently assured that all such liens and claims have been paid. The decision of the Board as to the sufficiency of the proof offered as to the payment of said claim or liens is to be final and binding. The contractor further agrees to waive any right to have issued to him monthly estimates of work and certificates of fifty five per cent (55%) of the amount shown by such estimates and shall receive no compensation from said city for the performance of said work until after the completion thereof and the performance of all the conditions hereinbefore and hereafter set out and the

acceptance of the work by the Board
so each of the aforesaid conditions and stipulations
of this contract the undersigned bind themselves their
successors and assigns.

In witness whereof we the foregoing named
parties herunto set our hands and seals this 12 day of
April 1910

City of Fort Wayne by

Frank J. Benoy

Treppert & Son by

Henry Hilgeman

W. G. Treppert

Ed J. Lennon

Benjamin Treppert

Do Board of Public works

Albert H. W. Becker

Clerk

Section 1. Be it ordained by the common council of the
City of Fort Wayne that the contract, heretofore on the 12th
day of April 1910 entered into by and between the City of
Fort Wayne Indiana by and through its Board of Public
works and Treppert and Son as fully set forth in the premises
be and the same is in all things ratified and approved
See 2. This ordinance be in full force and effect from
and after its passage and approval by the Mayor

Allan Hamilton

Signed at the Council Chamber in the City of Fort
Wayne this the 10th day of May 1910

We hereby certify that the common council of the City of
Fort Wayne Indiana at a regular meeting held on the 10th day of
May 1910 by a majority vote of all the members elect did pass the
ordinance hereto attached and known as General
Ordinance No 1480

J. F. Rogge

Secretary

W. J. Jeffries

City Clerk

Presented to the Mayor for approval on the
12th day of May 1910

W. J. Jeffries

City Clerk

Approved this 14th day of May 1910

James J. Price
Mayor

371

General Ordinance No 1136

an ordinance ratifying and approving an amendment to a certain contract entered into on the 24th day of August 1908 by and between the City of Fort Wayne and the Fort Wayne and Wabash Valley Traction Company relative to the removal of feed and electric light wires and poles from Spy Run Avenue as set out and approved in General Ordinance No 336 and passed by the common council September 8th 1908.

Whereas heretofore on the 24th day of August 1908 the City of Fort Wayne by and through its Board of Public Works entered into a contract with the Fort Wayne and Wabash Valley Traction Company relative to the removal by said Fort Wayne and Wabash Valley Traction Company of its street railway feed wire and its electric light wires and poles now located on Spy Run Avenue to a new location west of Spy Run Avenue, which contract was ratified and approved by the common council under General Ordinance No 366 aforesaid.

Whereas it has become necessary to make certain changes in section 2 of said contract relative to the route of said poles and wires the City of Fort Wayne by and through its Board of Public Works has heretofore on the 26th day of April 1910 entered into a contract with the Fort Wayne and Wabash Valley Traction Company changing and amending section 2 of said contract set out in General Ordinance No 366 which contract or amendment is as follows:

This agreement made and entered into this 26th day of April 1910 by and between the City of Fort Wayne by and through its Board of Public Works party of the first part and the Fort Wayne and Wabash Valley Traction Company a corporation organized under the laws of the State of Indiana party of the second part. Witnesseth:

Sec 1: It is hereby understood and agreed by the parties hereto that section two of the contract heretofore entered into by and between the parties hereto on the 24th day of August 1908 be amended to read as follows:

Sec 2: The poles and wires erected under the provisions of the contract shall commence at the intersection of Superior and Barr Streets in the City of Fort Wayne, Allen County, Indiana; thence north on and along the north side and within the curb of Barr Street to a point eight hundred and four and three-tenths (804.3) feet northerly measured along said curb line from its intersection with the north line of Superior Street; thence north twenty-nine

degrees and no 600 minutes east across Barr Street.
Property of Indiana Lighting Company, the St Mary's, and property of John W Brewer, two hundred and thirty-eight (238) feet; thence north thirty (30) degrees and six (6) minutes east across said John W Brewer property, River Street, lots 6, 7, and 8 in E. E. Bossler's Subdivision, Bossler in same, lots no 2 and 3 in said E. E. Bossler's Subdivision, a piece of property owned by Andrew J. Archer and a certain valley along the east side of said Archer property, seven hundred sixty seven and seven tenths (767.7) feet to a point in the line produced, dividing the property of R. Waterhouse and C. Minin eleven feet westwardly from the northwest corner of said Waterhouse property and one (1) foot east of the west line of said alley at that point; thence north twenty-one across said Andrew J. Archer's property three hundred and twenty three (323) feet to a point in the south line of a piece of property owned by John Bass one (1) foot west of the southeast corner thereof; thence north parallel with and one (1) foot west of right angles from the east line of said John H. Bass property, two hundred forty seven and five tenths (247.5) feet to the west line thereof; thence north tangent to the above described line across city property known as Lawton Park, one hundred (100) feet to a point one (1) foot west of the northwest corner of a piece of property owned by Henry McFfee. thence in a northwesterly direction three hundred eight and five tenths (308.5) feet to a point thirty-three (33) feet west of the northwest corner of a piece of property owned by John B. Rees. thence northwesterly two hundred and eighty one (281.5) feet to a point fifty and two tenths feet west of the north west corner of said John B. Rees's property; thence north three hundred and forty seven (347) feet across said Lawton Park to the south line of P. Husbands addition at the intersection of said south addition line with a certain alley opened by the Board of Public works of the City of Fort Wayne under declaratory Resolution no 184; thence in and along the east line of said alley and across intervening streets and alleys five hundred and eighty-eight (588) feet to the south line of Elizabeth street. thence tangent north across Elizabeth street, fifty (50) feet to the north line thereof.

The City of Fort Wayne
By Frank J. Sevorp
Henry Higgenmire
Ed J. Linnon.

Attest A. W. Becker Clerk

The Fort Wayne Leabach Valleyraction Company
By Co. 47 Engineers.

From 1899.

Sec 1. Be it ordained by the common council of the City of Fort Wayne - that a contract heretofore entered into by and between the city of Fort Wayne by and through the Board of public works and the Fort Wayne and Leabach Valleyraction company Sec 2. of a certain contract set out in General Ordinance no 436 allude to the removal by said company of its street railway electric fed wires and its electric light wire and poles from their present location in Spy Run Avenue to a new location west of Spy Run Avenue as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved.

Sec 2; that this ordinance be in full force and effect from and after its passage and approval by the mayor.

Done at the council chamber in the City of Fort Wayne
Indiana on the 10th day of May 1910.

Wm. Jeffries City Clerk
We hereby certify that the common council of the city of Fort Wayne Indiana at a regular meeting held on the 10th day of May 1910 by a majority vote of all the members elect did pass the ordinance hereinabove attached and known as General Ordinance no 436

Gust J. Rogge
President

Wm. Jeffries
City Clerk

Presented to the mayor for approval on the
12th day of May 1910

Wm. Jeffries
City Clerk

Approved this 14th day of May 1910

Wm. Jeffries
City Clerk

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Introduced by
Paul Miller

General Ordinance No 437

An ordinance ratifying and approving a contract entered into by the City of Fort Wayne and the American Cast Iron Pipe Company on the 7th day of May 1910 for the purchase by said City from said Company of iron pipe and castings for the Water Works Department and

Whereas heretofore on the 7th day of May 1910 by and through its Board of Public Works the City of Fort Wayne entered into a contract with the American Cast Iron Pipe Company for the purchase by said City of cast iron pipe and special castings for use in the water works department of said City which contract is in the following words:

This agreement made and entered into this 7th day of May 1910 by and between the City of Fort Wayne by and through its Board of Public Works party of the first part and the American Cast Iron Pipe Company of Kansas City Missouri a corporation party of the second part witness that the party of the first part agrees and hereby binds itself to buy and the party of the second part agrees and hereby binds itself to sell and deliver to the party of the first part the following pipe and special castings:

One hundred and fifty (150) tons or more of four (4) six (6) and twelve (12) in pipe or any or all of said size pipe and such special castings as said Board may deem proper and necessary for the proper and necessary use of said one hundred and fifty (150) tons of pipe 16 tons 4 1/28 tons 6 in and 4 1/2 tons 12 in pipe

It is further agreed that said City shall pay to said party of the second part for said pipe at the rate of twenty five dollars (\$25.00) per ton and for said special castings at the rate of 2 3/4 cents per pound all f. o. b. care City of Fort Wayne Indiana.

The party of the second part to furnish all of said pipe and special castings to said City from time to time so that the delivery of all said pipe and castings be made in Fort Wayne Indiana not later than 60 days after the approval of this contract by the common Council.

It is further agreed and understood that said pipe and special castings shall be of the kind and material and manufactured in the manner specifically described in the specifications therefor a copy of which is attached hereto and all the provisions requirements terms and conditions including the kind of material method of manufacture tests cleaning inspection weight etc.

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are hereby made a part of this contract and binding
upon the parties hereto the same as if copied herein in full
except as herein changed or modified
Witness our hands and seals this day and year first above
written

City of Fort Wayne

Frank J. Burgo

Henry Hilgerman

E. D. Linton

St. Board of Public works

Attest Martin Lelzer Clerk

American pipe and Foundry Company

American cast iron pipe co

Paul A. Dry

Gen. Agent

Sec 1. Be it ordained by the common council of the City of Fort Wayne that the contract heretofore on the 7th day of May 1910 entered into by and between the City of Fort Wayne by and through its Board of Public works and the American Cast Iron Pipe Company relative to the purchase of pipe for the water works department as fully set forth in the preamble hereto be and the same is hereby in all things ratified and approved

Sec 11. That this ordinance be in full force and take effect on and after its passage and approval by the mayor and legal publication

Paul Kinder

Done at the common chamber in the City of Fort Wayne - Indiana on the 1st day of June.

I do hereby certify that the common council of the City of Fort Wayne Indiana at a special meeting held on the first day of June 1910 by a majority vote of all the members elect did pass the ordinance hereunto attached and known as General Ordinance

Frank F. Rogge

President

Wm. L. Jeffries

W. L. J.

Presented to the mayor for approval on the 1st day
of June 1910

Wm. L. Jeffries

W. L. J.

Approved this 1st day of June 1910

Frank F. Rogge

F. F. R.

Introduced by
L. E. Welch

General Ordinance No 438

An ordinance regulating wholesaling and retailing of provisions and articles of food upon the Barr Street ^{No. 1.} and providing a penalty for the violation of the provisions of this ordinance.

Section I. Be it ordained by the common council of the City of Fort Wayne, Indiana, That all that portion of Barr Street between Main Street and Washington Street be used as a public retail market in said city, subject to the following provisions in this ordinance contained.

Section II. All articles intended and held for sale on said Market may be offered for sale at retail on every Morning of the week except Sunday, from day light until 11 O'clock A.M. of each day.

Section III. That it shall be the duty of the Market Master to superintend said Market and keep it thoroughly clean and in a good order and report to the Board of Public Safety of said City improvements or alterations in or about such market as may be deemed necessary. He shall during the hours fixed for the retailing of the provisions in Section two (2) of this ordinance, be in constant attendance and preserve good order during said retailing Market hours. He shall see that no imprecision is practiced by Seller or Buyer; cause the market vehicles to be so placed in the Market space as best to serve the public generally; take charge of Safely keep the weight and measures belonging to the City for Market purposes, only using them or suffering them to be used when testing any weight or measured employed by Seller in such market. He shall prevent or remove all obstruction or nuisances ready to exist or actually existing in the same; direct arrange and adjust the Stands or Stalls and situations for sale of all articles not sold from wagons or rented stalls or stands; he shall prescribe the kind of Stands or Stalls to be used and all other appliances in and about the market to be used for the placing of provisions thereon, and for the removal of the same; he shall especially see that all of the provisions of this or any other ordinance passed in regard to said Market be faithfully complied with and that all violation of the same shall be prosecuted, and to enable said Market master to discharge the duties imposed upon him hereby, he is hereby invested with the power of a police Officer of said City.

Section 4: The renting of all Stalls and Stands as herein provided is upon express conditions that whenever any of said rented Stalls or Stands are not used for the purpose herein intended, it shall be lawful for the Market Master to assign any other seller the use of such stall or stand while not used by the renter.

Section 5: It shall be the duty of every occupant of any stall or stand on said market, before leaving the same, to cause his stall or stand to be thoroughly cleaned, and all animal or vegetable matter or rubbish there deposited by him to be cleared away from such market stand or stall.

Section 6: That all articles usually sold by weight or measure shall be sold on said market by weight or measure to be regulated by the established standards of the state of Indiana.

Section 7: It shall be unlawful for any person to sell or offer for sale any article on said market by weight or measure except by weighing or measuring the same with scales weight or measure approved by the Market Master.

Section 8: It shall be unlawful for any person to sell or offer to sell any article on said market by false weights or by means of any scales or weights not governed by the standard of the state.

Section 9: It shall be unlawful for any person to sell or offer to sell on said market any article by dry measurement otherwise than in a vertical measure or one of uniform circumference from top to bottom.

Section 10: It shall be unlawful for any person to sell or offer or expose for sale on said market any butter in lumps or rolls unless each of such lumps or rolls be of some specified weight, and if any person shall sell or offer or exhibit for sale any such lumps or rolls on said market, and on examination the same shall fall short of such specified weight, the owner of such butter or person exhibiting the same for sale, shall be subject to a fine herein provided.

Section 11: It shall be the duty of the Market master whenever he may suspect or be informed that any butter or article of provision offered or exhibited for sale on said market and purporting to be a specified weight or quantity, is deficient in weight or measure, to try the same and if upon such trial it should prove to be deficient in weight or measure, he shall cause the owner of such article of provision to be prosecuted for violation of the provisions of this ordinance.

Section 12: It shall be unlawful for any person or persons to permit or allow any cart, wagon or dray or other vehicle or any horse or other animal to remain in the street or spaces in front or around said market during Market hours except such vehicle or animal as may be employed in bringing provisions and other articles to and from said market, which animals and vehicles shall while they remain at said market be under the direction of the Market Master, And the owner or person having charge of such vehicles and animals respectively shall place and arrange the same as the Market Master may from time to time direct.

Section 13: After the third Saturday of June of each year it shall be the duty of the Market Master to report to the Clerk of the Board of Public Safety all Stalls and Stands in said Market, lessors and occupied with the names of such lessors or occupants and all Stalls and Stands unoccupied and the amount received therefor and it shall be the further duty of the Market Master during the year, to make a weekly report to the Clerk of the Board of Public Safety of all moneys received by him for the renting of Stalls and Stands or from other sources, and it shall be the duty of the Clerk of said Board to look over and audit said report and give to said Market Master an order on the Controller stating the exact amount of money due the City as shown by the report and the Market Master shall forthwith deposit with the controller of said City said money so reported by him and receive a ^{receipt} for the same.

Section 14: Not more than one Stall or Stand in any City Market shall be leased to or occupied by any individual firm or company except with the written consent of the Board of Public Safety.

Section 15: If the right to the use of any stand or stall in the City Market is forfeited by any person by reason of the violation of any of the provisions of this ordinance the City shall have the right to renew the same and any money paid by the person so forfeiting his lease shall in no event be refunded.

Section 16: Any Marketor who shall be twice convicted in any one year of violating any of the Market regulations of the City shall forfeit his lease and be banned from selling at any City market for at least two years.

Section 17: The Board of Public Safety shall have the power to revoke market leases at any time but the Marketor so ousted shall not be entitled to have any portion of the unpaid money by him paid refunded to him.

Section 18: No City Market lease shall be transferred, assigned or sublet: nor shall any other person than the lessee occupy or use the stall or stand space so leased, or any portion thereof.

Section 19: Leases may be surrendered to the City Controller to be cancelled but such surrender or cancellation shall not entitle the lessee to receive back any portion of the rental money by him paid.

Section 20: Any stall or stand space the lease of which may be surrendered and cancelled under the provisions of the preceding section or the lease of which may not be completed from the failure to pay the annual rental thereof or which may remain unrented after the 3rd Saturday of June, or the lease of which may be forfeited to the City for violation of any Market regulation or the lease of which may be revoked by the Board of Public Safety, may be leased at any time for the unexpired portion of the year, at a rental proportioned to the rental chargeable for the whole year: Provided that in no case shall the rental so paid be less than the pro rata rental for three (3) months.

Section 21: Every person who shall bring articles to said Market and sell or offer to sell the same from a wagon or other vehicle, and who has not a regular stand or stall, shall report to and be assigned a standing place by the Market Master in charge of such market and said party shall pay to such officer such sum as may be fixed by this ordinance for each time he shall attend such market and there sell or offer for sale.

Section 22: It shall be unlawful for any person to sell, offer or expose for sale any unwholesome, damaged or spoiled provisions of any kind in said Market.

Section 23: It shall be unlawful for any person other than a lessee, or a person who has been assigned thereto by the Market Master thereof to use or occupy any stall or stand in any City market unless otherwise herein provided.

Section 24: It shall be unlawful for any person to post, paste or stick up any bill, placard or any other printed or written advertisement or card upon any City market house or the fixtures thereto appertaining.

Section 25: It shall be unlawful for any person to idly sit, stand, lounge or walk about any public market during Market hours.

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Section 26: It shall be unlawful for any person to sell any article whatsoever from any vehicle or otherwise in or upon any street, alley, sidewalk or public place adjacent to any City Market, unless he shall have been the designated by the Market Master in charge of such Market and shall have duly paid the required fee.

Section 27: It shall be unlawful for any person to sell by auction or outcry, any article of food, wares or merchandise in the city Market or in or upon any street, alley or sidewalk public place, or private premises contiguous thereto during the Market hours of such city market.

Section 28: It shall be unlawful for the lessee or occupant of any stall or stand in or connected with any City Market to attract attention to his articles, goods wares or merchandise by outcry or any other boisterous or annoying manner.

Section 29: The Market Master shall indicate the time for closing the Market by ringing a bell, and shall in no case allow any sale to be made by any person outside of the specified, and it shall be unlawful for any person to make any sale before the opening or after the closing of Market or for the Market Master to knowingly permit any person to make any such sale.

Section 30: Every occupant of any stall or stand in any city market whether leasing or using temporary, shall within one hour after closing of the same cause his article or vehicles if any, to be removed from such Market, and his stall or stand to be thoroughly cleaned, and all animal and vegetable refuse matter to be removed or carried away.

Section 31: No stand or stall shall be used for restaurant purposes.

Section 32: It shall be the duty of the Market Master to assess any person who shall leave it for the purpose of selling at retail his ware or product, any stall or stand not rented or occupied and collect therefor the sum of twenty five cent (\$.25) per day.

Section 33: That the rental price for the use of the stands or stalls in the covered Market for Tuesdays Thursdays and Saturdays shall be \$25.00 per annum; however no stand in such covered Market to be rented for less than a period of one year unless otherwise herein provided.

Section 34: Persons desiring to rent stands or stalls shall file with the Clerk of the Board of Safety, between the first day of May and the 3^d Saturday in June an application

on forms provided by said Board specifying the day for which they want said stand or stall together with the sum of Five dollars (.50c) to be paid to the Clerk of said Board at the time of filing of such application, which sum is to apply on the rental for said stand or stall. The Clerk shall immediately issue an order to the applicant for said stand or stall and upon the presentation of the same to the City Controller he shall issue a certificate to the applicant entitling him to use said stall or stand for a period of one (1) year provided that the balance of the rental price is paid to the controller within thirty (30) days after the date of the issuance of the certificate by the controller said certificates to be dated on the 3rd Saturday of June of each year.

Section 35: General Ordinance no 52 regulating wholesaling and retailing of provisions and articles of food upon the Barn Street Market and providing a penalty for the violation of the provisions thereof and all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 36: Any person violating any of the provisions of this ordinance shall upon conviction be fined in any sum not exceeding one hundred dollars (\$100.00)

Section 37: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor

Charles E. Welch

Lone at the Council Chamber in the City of Fort Wayne
Indiana on the 14th day of June 1910

William J. Jeffries

City Clerk

We hereby Certify that the Common Council of the City of Fort Wayne Indiana at a regular meeting held on the 14th day of June 1910 by a majority vote of all the members elect did pass the ordinance hereunto attached and known as General Ordinance no 438

L. F. Rogge

William J. Jeffries

President

City Clerk

Presented to the mayor for approval on the 18th day of June 1910.

W. J. Jeffries

City Clerk

Approved this 22nd day of June 1910

Jesse Price

Repealed Feb 25-1919 see book 4 page 300

Mayor

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General Ordinance No 439

An ordinance ratifying and approving a contract entered into by and between the City of Fort Wayne Indiana and John A. Radford of Chicago Illinois on the 28th day of May 1910 relative to the preparation of plans and specifications for the laying of the conduit on Calhoun Street providing for the carrying of the supply wires of the Municipal Electric light plant and the superintendence of the same.

Section 1: Whereas heretofore on the 28th day of May 1910 the City of Fort Wayne by and through its Board of Public works entered into a contract with John A Radford of Chicago Ill for the preparation of plans and specifications for the laying of the conduit on Calhoun Street providing for the carrying of the supply wires of the Municipal Electric light plant and the Superintendence of the same which contract is as follows:

Whereas the City of Fort Wayne is desirous of having a conduit system installed on Calhoun Street in said city from the North line of Superior Street to the South line of Murray Street for the purpose of carrying electric supply lines of its lighting plant underground of said street and intends to let a contract for the performance of said work, and Whereas John A Radford Consulting Engineer of Chicago has signified his willingness to prepare plans and specifications and furnish superintendence for the installation of said work. Now therefore

Be it understood and agreed between the City of Fort Wayne by and through its Board of Public works also herein after designated as "City" and John A Radford herein after designated as "Engineer" Witnesseth:

In consideration of the sum herein after set out to be paid by said City to said Engineer the said Engineer agrees to make the necessary preliminary examination and investigations to get the local data and to determine with the Board the kind and extent of conduit to be adopted and receive from said Board instructions for said work; to present preliminary estimates of cost setting forth the general outline of the conduit and submit the same to said Board for its approval or alteration and final decision as to the general nature of said conduit and thereupon to furnish complete plans and specifications for a main conduit system with branches at alley intersections on Calhoun Street from the North line of Superior Street to the south line of Murray Street

After the approval of said plans and specifications the engineer is to assist in preparing advertisements for said bids and will meet with the Board on the day of the opening of said bids and advise with and aid them in the making of the contract for said work.

The said engineer agrees to furnish the services of a competent man to oversee, inspect and superintend the work until completed and during the entire progress of the same and to direct such changes as are necessary if any in order to have all work comply fully with the plans and specification. In the event the Board shall decide to undertake any part of the work directly instead of letting it out by contract the engineer agrees to make up a list of materials necessary for such work and aid the Board in ordering such materials and in securing and employing help of all kinds necessary for such work.

It is further understood and agreed by the engineer that if contracts cannot be let up - the original plans and specifications on account of discrepancies in prices between the estimates and bids or for other reasons then said engineer is to revise, alter and modify said plans and specifications as required so that said contracts may be let for said work. The services of said engineer in the actual supervision over said work is to extend over a period not longer than fifty consecutive days from the time work is begun on the main line of said conduit allowance however to be made for any unavoidable delay beyond the control of the city.

Said engineer further agrees to consult with and advise and counsel the said Board of the said city during the period he is employed and while in the city concerning any matter not requiring special investigation or report pertaining to the operation and maintenance of its lighting plant. It being understood that the engineer is to pay all his own traveling, hotel and other expenses for himself and those of any one employed by him that may arise in connection with said work. Said Engineer agrees that said work shall be prosecuted with diligence until completion. That he will begin the said supervision within five days after the execution and approval of this contract if so requested by said city. Said Engineer also agrees to furnish said city with twenty complete copies of said plans and specifications which are to remain the property of the city.

In consideration of this work and things to be done by
the said engineer as hereinbefore set out the city agrees
to pay said Engineer Fifteen Hundred (\$1500⁰⁰) dollars
in the following manner. Twenty five per cent (25%) of said
amount on completion of the plans and specifications;
Twenty five per cent (25%) after the letting of the contracts
and the balance of said amount on the completion of
said work.

In witness whereof the parties hereto have set their hands and
seals this 28th day of May 1910

Attest H. W. Becker
Clark

City of Fort Wayne By
Frank J. Benoy
Henry Hilgemans
E. J. Lennon
Do Board of Public works
J. M. A. Radford
Engineer

Section 2: Be it ordained by the Common Council of the
City of Fort Wayne Indiana that a contract entered into on
the 28th day of May 1910 by and between the city of Fort Wayne
by and through the Board of Public Works and John A. Radford
providing for the preparation of the plans and specifications
and for the laying of the conduit on Calhoun Street providing
for the carrying of the supply wire of the Municipal electric light
plant and the superintendence of the same as fully set
forth in the preamble hereto, and the same is in all things
ratified and approved.

Section 3: That this ordinance be in full force and effect
from and after its passage and approval by the Mayor

Harry G. Pennington

Done at the Council Chamber in the City of Fort Wayne Indiana
on the 14th day of June 1910

We hereby certify that the Common Council of the City of Fort Wayne
Indiana at a regular meeting held on the 14th day of June 1910
by a majority vote of all the members elect did pass the ordinance
hereunto attached and known as General Ordinance no 439

Gust. F. Rogge

President

William J. Jeffries

City Clerk

Presented to the Mayor for approval on the 18th
day of June 1910

William J. Jeffries
City Clerk

Approved this 20th day of June 1910

Jesse Grissell
Mayor

Introduced
by
Henry W. Hayes

(115)

General Ordinance No 440

An ordinance confirming and approving a contract entered into on the 14th day of June 1910 by and between the City of Fort Wayne by and through its Board of Public works and S. F. Bowser and co. Inc.

Whereas heretofore on the 14th day of June 1910 the City of Fort Wayne by and through its Board of Public works entered into a contract with S. F. Bowser and co. Inc which contract is in the following words:

This agreement made and entered into this 14th day of June 1910 by and between the City of Fort Wayne by and through its Board of Public works party of the first part and S. F. Bowser and Company, Inc party of the second part. Witnesseth:

Whereas the party of the second part desire to procure an extension of the Bowser Belt Line Railroad. Said extension to run to its ware house on Holton Avenue, now therefore. In consideration of the covenants and agreements to be performed and complied with by the party of the second part as hereinafter provided. Consent, permission and authority are hereby given by the party of the first part to the party of the second part to construct, maintain and operate or cause to be operated, a single track railroad across Thomas Street. Starting 27 feet south of the south west corner of lot number twenty (20) in E. L. Hanna, Esq. Sub division to a point 15 feet north of the north east corner of the alley immediately north of Fisher street running east and west thence east through said alley north of Fisher Street through and across Holton Avenue to a point immediately opposite said alley of lot number twenty four (24) in Colonels Reeds addition to the City of Fort Wayne Indiana all in accordance with the plan attached hereto and made a part hereof. on the same plan the line and route of said extension of track is marked and indicated.

No car or cars to be operated upon said track between the hours of 8 O'clock P.M. and 6 A.M.

It is understood and agreed that the consent permission and authority herein given and granted are upon the following terms and conditions:

Section 1. The party of the second part if it desires to avail itself of the benefit of the consent permission and authority herein granted shall cause the complete construction of said track within 9 months from the date hereof and in the event that it so avails itself

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of such grant, permission, consent and authority
then is shall cause the complete construction of said
track within sixty (60) days from the time is commenced
work thereon and within the period of nine (9) months
as above stated and shall at no time in the construction
of said track, occupy for such purpose any of the
streets above mentioned for any length of time in excess
of five (5) days, but in the event that the party of the second
part is prevented from complying with any of the above
conditions by reason of any judgment of any court then said
Board of Public works may grant a reasonable extension
of time as to any one of the above provisions.

Section 2. Said track shall be submerged in cinders
leaving only a small portion of the top of the rail protruding
and shall not be elevated above and shall be constructed
and maintained so as to at all times conform with the
established grade of the streets and alleys hereinbefore
named, as such grade shall from time to time exist
and in such manner as to in no way be an impediment
to the ordinary and proper use thereof for all purposes by
the public in passing along upon and across said track
at any point thereon. That said track and the rails
thereof shall conform with the grade of the streets and
alleys now established or to be thereafter established, by
said City and subject at all times to be taken up and
re-laid by said party of the second part, at its own
expense for the purpose of regrading, paving, repairing
and repairing of such streets and alley and fit the purpose
of constructing or repairing sewers, laying or relaying water
main or other pipes or for any public improvement,
and in case it becomes necessary, in the opinion of said
Board of Public Works, to take up said track for any
purpose above enumerated, or in case said track shall
not conform with the grade of said street or alley as
above provided, said Board shall notify said party
of the second part, that it is in the opinion of said Board
necessary to take up said track for any of said purpose
or that said track does not conform with the grade
of said alley or street as the case may be and said
party of the second part shall take up said track for
such purpose within such time and for such
length of time as the said Board may in said notice
require in case such notice is as to repair or
improvement as above stated or shall make said track

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conform to any such grade within thirty (30) days time from receiving such notice in case such notice is as to the grade of such street or alley and upon the failure of second party so to do said Board of Public works shall have the right to take up such track to make such improvements or repair or to make such track conform to such grade and charge the cost thereof to said second party and in case said second party shall fail to pay such cost or expense within thirty (30) days from the time said Board shall have rendered a bill therefor the said City shall have the right of action to recover such cost & expense against the second party together with a reasonable attorney fee for the collection thereof.

Section 3: If said street or said alley or crossings or any of them are hereafter paved said second party shall pay for so much thereof as lies between the rail of said track and for a space of one (1) foot on both sides thereof and in case any of such pavements are constructed said tracks shall be removed and laid to conform with the grade of such street or alley as paved and a foundation laid at the expense of the second party under the ties of such track of two (2) inches of concrete.

That second party shall repair said parts of said street and the alley in the manner and at such times as the Board of Public works may desire, and shall at all times keep said portions of said street and alley in a good condition for repair.

Section 4: That said party of the second part shall not at any time haul or allowed to be hauled to exceed two (2) cars over and along any part of the track herein authorized to be laid nor at any greater speed than five (5) miles per hour and shall not load or unload any cars or leave the same to stand upon any of said tracks along the line of said track. No steam Railroad locomotives shall be used in said alley. If cars are run backward the second party shall cause a bell to be constantly rung while moving at the front end of the first car. The motive power shall be equipped with suitable and effective air appliances so arranged that the same can be attached to the air brake apparatus on the cars.

Section 5: In case therefore the east and west lines of said Railroad company shall be elevated through said City, then and in that event to grant and permission is given shall terminate and the party of the second part shall cause at its expense the removal of said track.

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and place said Streets and Alley in as good and safe condition for travel and of the same material as the remainder thereof unless said second party at its expense cause said side track to be elevated according to plans and specifications prepared by and under the direction of the engineer in charge.

Section 6: The party of the second part shall so construct and maintain the said track in such a manner as to not in any way interfere with the drainage of the surface waters on said Streets and Alley and shall when constructing said track over and across said Streets do the same under the direction of said Board of Public works and in the Manner required by said Board.

Section 7: The party of the second part further agrees and binds itself to: To and hold said City free and harmless from any and all liability from any and all damages that may accrue to any person or persons or property on account of any injury to their persons or property growing out of the construction, maintenance or operation of any cars thereon by any person or corporation and in case suit shall be filed against said city on account thereof said second party upon notice to do it by said city shall defend said action at its own expense and in the event that judgment be rendered in said action against said city the party of the second part shall pay such judgment with all costs and hold the city harmless therefrom and said party shall execute to the party of the first part a bond with sufficient surety to be approved by said Board of Public works, payable to said City, in the sum of Five Thousand dollars \$5000⁰⁰, conditioned for the faithful performance by said party of all the conditions and provisions contained in the contract to be performed on its part and will from time to time whenever desired by said Board of Public works renew said bond.

Section 8: It is further agreed that if the second party fails to comply with and perform any of the provisions of sections one (1) two (2) three (3) four (4) five (5) six (6) and seven (7) of this contract, the consent, permission and authority herein granted shall at once terminate and the second party shall forfeit all rights hereunder and shall cause the removal at its expense of all tracks that may be laid hereunder and place said Streets and Alley in as good and safe condition for travel and of the same material as the remainder thereof are

Section 9: It is further understood and agreed that this contract and the provisions thereof shall be binding on the successors and assigns of the party of the second part.

Section 10: The consent, permission and authority hereby granted shall continue for the period of twenty five years (25) from the date hereof.

Witness our hands and seals

City of Fort Wayne by

Frank J. Benoy.

Henry Hulgerman

E. J. Lennon

to Board of Public Works

J. F. Boweser and Company Inc by

Allan A. Boweser V. P.

Whereas said contract and agreement is submitted by said Board of Public works of the city of Fort Wayne to the Common Council of said City for its consideration and action thereon wherefore,

Section 1: Be it ordained by the common council of the City of Fort Wayne that the contract heretofore entered into by and between the City of Fort Wayne by and through its Board of Public works and J. F. Boweser & Co Inc as fully set forth in the preamble hereto be and the same is in all things confirmed and approved.

Section 2: That this ordinance be in full force and effect from and after its passage and approval by the Mayor

Henry W. Folger.

Signed at the council chamber in the city of Fort Wayne Indiana
this the 28th day of June 1910

We hereby certify that the common council of the City of Fort Wayne Indiana at a regular meeting held on the 28th day of June 1910 by a majority vote of all the members elect did pass the ordinance heretofore attached and known as General Ordinance No 440

Gust F. Rogge

W. J. Jeffries

President

City Clerk

Presented to the Mayor for his approval on the 2^d
July - 1910

W. J. Jeffries

City Clerk

Approved the 6th day of July 1910

Jesse Grie
Mayor.

General Ordinance No 441

An ordinance Authorizing the alienation of Certain personal property and ordering an appraisement of same

Section 1: Be it ordained by the Common Council of the City of Fort Wayne Indiana that the Mayor be and is hereby authorized to sell two (2) horses now used on the patrol wagon, and to sign any and all necessary instruments to consummate such sale: provided that such sale shall not be made until said property has been appraised by appraisers appointed by the Judge of the Allen Circuit Court.

Section 2: That the City Attorney be and he is hereby authorized to petition the Judge of the Allen Circuit Court for the appointment of three appraisers to appraise the property referred to in Section one (1) of this ordinance.

Section 3: That the ordinance shall be in full force and effect from and after its passage and approval by the Mayor

Charles W. Litter

Done at the council chamber in the City of Fort Wayne Indiana this the 26th day of July 1910

We hereby certify that the common Council of the City of Fort Wayne Indiana at a regular meeting held on the 26th day July 1910 by a majority vote of all the members elect did pass the ordinance hereinunto attached and known as General Ordinance no 441

Gust. F. Rogge
President

Wm. J. Jeffries
City Clerk

Presented to the Mayor for approval on the 30th
day of July 1910

Wm. J. Jeffries
City Clerk
Approved this 30th day of July 1910

Jesse Grice
Mayor.

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